

NICOLE JENNINGS WADE, et al. vs L. LIN WOOD  
1:22-CV-01073 - L. LIN WOOD

1                   UNITED STATES DISTRICT COURT  
2                   NORTHERN DISTRICT OF GEORGIA  
3                   ATLANTA DIVISION

4                   NICOLE JENNINGS WADE,  
5                   JONATHAN D. GRUNBERG, and  
6                   G. TAYLOR WILSON,

7                   Plaintiff,

8

9

vs.

CASE NUMBER  
1:22-CV-01073

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11

12

L. LIN WOOD,  
Defendant.

13

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16                   The videotaped deposition of L. LIN  
17                   WOOD, a defendant, in the above-entitled cause,  
18                   taken pursuant to Notice and agreement, before  
19                   Ceil Weser, Certified Court Reporter and Notary  
20                   Public, Charles T. Nussbaum, Jr.,  
21                   Video-Technician, at the Meeting Room in  
22                   SpringHill Suites by Marriott, 2227 Boundary  
23                   Street, Beaufort, South Carolina, on the 13th  
24                   day of March, 2023, commencing at or about the  
25                   hour of 10:06 a.m.



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EXHIBIT

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15 ALSO PRESENT:

16 John Exum, Paralegal,  
L. Lin Wood, Esquire  
&  
17 Nicole Jennings Wade, Plaintiff  
Jonathan D. Grunberg, Plaintiff

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1                   MR. BEAL: This will be the  
2                   deposition of Defendant Lin Wood taken  
3                   pursuant to Notice and agreement of  
4                   Counsel. I would propose that all  
5                   objections save to the form of the  
6                   question or responsiveness of the  
7                   answer be reserved until first use of  
8                   the deposition, is that agreeable?

9                   MR. HARRISON: Agreed.

10                  (Whereupon, Plaintiff's Exhibit  
11                  Number 1 was marked for  
12                  identification.)

13                  DIRECT EXAMINATION

14                  BY MR. BEAL:

15                  Q       Mr. Wood, we met before. My name is  
16                  Drew Beal, and I believe you are well versed in  
17                  the world of depositions, so I won't give you  
18                  any preamble. Instead I will give you what has  
19                  been marked as Exhibit 1 to this deposition and  
20                  ask you if you have seen that before?

21                  A       I did receive it in advance of it, yes.

22                  Q       What did you do in preparation for this  
23                  deposition?

24                  A       Nothing. I prayed.

25                  Q       Did you have any review of documents?



1           A     No, I did not review any documents.

2           Q     Did you discuss any part of this matter  
3     or the claims brought by the Plaintiffs with any  
4     parties or potential witnesses?

5           A     I spoke briefly with Chris but I didn't  
6     speak to anybody else.

7           Q     With Counsel?

8           A     Yes.

9                      Just a brief call last week.

10          Q     Mr. Wood, for years you maintained L.  
11     Lin Wood, PC, is that correct?

12          A     Yes.

13          Q     And about how many years did you have  
14     that firm? More than 20?

15          A     Well, let me think.

16                      So I formed L. Lin Wood, P.C. in  
17     September of 1997, and I maintained it as a  
18     viable PC to this day. Even though I had a  
19     brief period of time where I was working as a  
20     partner at Powell Goldstein, later Bryan Cave;  
21     but I kept L. Lin Wood, P.C. during that time  
22     period because I had some matters that predated  
23     Powell Goldstein that were still in a status  
24     that required me to maintain my own professional  
25     corporation.



1           Q     So after you left Powell Goldstein,  
2     later Bryan Cave you practiced law under the  
3     name L. Lin Wood, P.C., is that correct?

4           A     I did, the same corporation.

5           Q     And you specialized primarily in  
6     defamation claims and lawsuits, is that correct?

7           A     Well, I started -- not actually.

8           Q     Okay.

9           A     I started off my law career with a  
10    focus on medical malpractice for the Plaintiff;  
11    and I did some other types of Plaintiff's work.  
12    In 1996 when I took on the representation of  
13    Richard Jewell that kind of led to a shift in my  
14    practice into the area of First Amendment  
15    defamation.

16               When I joined Powell Goldstein and  
17    later Bryan Cave I was actually doing very  
18    little defamation. I was doing what -- the  
19    first case I started off handling with Nicole it  
20    was the case of I believe it was Alec Hipp  
21    versus Suntrust Bank.

22               When I left Bryan Cave I did that based  
23    on being engaged to represent two whistle  
24    blowers in a Medicare fraud case, and that was  
25    the focus at least for the first years until



1       2015 when it settled; and I took on another  
2       Medicare fraud case against Halifax Hospital  
3       during that time period.

4                   So I was doing more fraud work in those  
5       years, and then shifted back to areas of  
6       defamation toward the last part of 19 -- 2015,  
7       '16 on I then began to do more back in the area  
8       of First Amendment defamation.

9               Q       Most of that work that you have just  
10      described, the whistle blower work and the  
11      defamation work from 2015 on, was on behalf of  
12      the Plaintiff, is that correct?

13           A       Yes.

14           Q       And it was all a contingency based fee  
15      to you for the most part?

16           A       On the Medicare fraud cases?

17           Q       Yes, and the defamation cases?

18           A       Defamation cases were generally  
19      contingency fee, although I did work for Steve  
20      Wynn and that was done in areas of defamation,  
21      but it was hourly.

22                  The whistleblower cases were  
23      contingency with a recovery of attorneys' fees  
24      to the prevailing party.

25               Q       And at different times you brought on



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1 various lawyers to work with you and the three  
2 lawyers who are Plaintiffs in this case, Nicole  
3 Wade, Johnathan Grunberg, and Taylor Wilson,  
4 joined you and were on-board by 2016, is that  
5 correct?

6 A By 2016 I believe that is correct. I  
7 can't remember the exact time when Taylor came;  
8 but yes, they came in in an office sharing  
9 arrangement first as my Associates. Johnathan  
10 was an Associate. Taylor was an Associate.

11 And you know this, I am sure, that  
12 there is a certain I will say stigma to be  
13 referred to as an Associate versus being  
14 referred to as a partner, especially when you  
15 are trying to get business; and I wanted them to  
16 get business.

17 So we had an office sharing  
18 arrangement, and then I would engage with them  
19 after Johnathan and Taylor were no longer  
20 Associates. I would then engage with them to  
21 help me in cases on a case-by-case basis with an  
22 agreement of how we would do the fee.

23 Some of that was contingency and I know  
24 some of it was hourly divisions, particularly  
25 with the Wynn cases.



1           Q     Let us unpack what you just said.

2                 If they were no longer Associate's did  
3     you refer to them in the Bar and the courts and  
4     the clients as your partner?

5           A     I did and they were my partners. They  
6     were partners in a business relationship.

7           Q     And did they sign Pleadings as partners  
8     of L. Lin Wood, P.C.?

9           A     I don't know if they had the word  
10    partners, but they certainly signed Pleadings as  
11    under the name L. Lin Wood, P.C.

12          Q     All right, thank you.

13                 And when you would pay them a fee, a  
14    portion of the fee recovered, did you pay that  
15    to them individually or to one of their PC's or  
16    LLC's?

17          A     I did not pay them individually. So  
18    the arrangement was Nicole had -- when she was  
19    leaving Bryan Cave and I offered her a place to  
20    work, instead of her going out and starting up  
21    her own physical law firm, I thought it would be  
22    helpful to her and helpful to me, because Nicole  
23    is a very smart lawyer; and I envisioned that I  
24    would be able to engage her to help me in  
25    matters, and so all of the fees that were paid



1 to Nicole were always paid to Wade Law, I  
2 believe was her firm's name, PC or LLC.

3 Q Okay. And similarly for the other two?

4 A Well, somewhat different in that, and I  
5 don't know specifically if there were some  
6 breakdowns, where I paid Taylor Wilson's PC  
7 versus -- or Johnathan Grunberg's PC, but most  
8 of the cases where I paid to Johnathan and  
9 Taylor were done to Grunberg and Wilson, LLC or  
10 PC; but I always paid their individual PC's  
11 because they had their own separate firms.

12 Q And then those PC's oftentimes paid  
13 certain shares of overhead or operating expenses  
14 back to the L. Lin Wood, P.C., is that right?

15 A Yes. L. Lin Wood, P.C. would  
16 receive -- we would send to Johnathan and Taylor  
17 and Nicole each month a breakdown of the shared  
18 overhead, and then they would pay their  
19 respective 25 percent.

20 Q Okay.

21 A And there may be sometimes where there  
22 was overhead that was higher for one than the  
23 other, parking or something along those lines;  
24 but no, it was generally done on a 25 percent  
25 basis of all of the shared overhead paid by



1 their PC's.

2 Q Thank you.

3 (Whereupon, Plaintiff's Exhibit  
4 Number 2 was marked for  
5 identification.)

6 BY MR. BEAL:

7 Q Let me hand you what has been marked as  
8 Exhibit 2, and is this an Email from you to the  
9 three of them talking about a share of the  
10 Ramsey case?

11 A Yes.

12 Q So that would be a typical kind of  
13 discussion you would have on a larger  
14 contingency fee case discussing the fee  
15 allocation with the three of them and their PC's  
16 or LLC's?

17           A     I don't know that I would say this is  
18       typical.

19                   Usually when I got them involved and  
20       gave them the opportunity to work with me and to  
21       make money from the cases that I had -- I was  
22       the -- I wouldn't say all, but it was my law  
23       practice and they had the benefit of working  
24       with me and being able to generate in some  
25       instances a very significant income by being

1 engaged with me in a case.

2 Usually it was much simpler I think.

3 We just simply agreed to what the division would  
4 be, and it varied; and then I would send an  
5 Email and confirm. It was always confirmed in  
6 writing.

10 BY MR. BEAL:

11 Q And here is one such Email confirming  
12 in writing Exhibit 3, is that correct, where you  
13 talk about your final decisions on the fee  
14 sharing in Ramsey?

15           A     Yes, it is; and you can see that I have  
16        a sense of humor; and I made clear that the  
17        executive committee, which was me, by unanimous  
18        vote of 1 to 0, which is me, my firm, was  
19        confirming the agreement that I made with them  
20        in the Ramsey case. That was the Burr Ramsey  
21        case versus CVS.

22 I had been representing off and on Burr  
23 and John and Patsy Ramsey since 1999. So I had  
24 the benefit of literally the mass of knowledge  
25 that was underlying the Burke Ramsey versus CVS

1 case; but I nonetheless -- candidly for them to  
2 have the opportunity to make potentially a  
3 significant fee for themselves, I gave them I  
4 thought a very fair division of the fee in the  
5 Ramsey case, and they made a lot of money.

6 Q And were the fees disbursed pursuant to  
7 that agreement as best you can remember?

8 A As best I can remember, yeah, we  
9 settled it and then L. Lin Wood, P.C. disbursed  
10 to Nicole and Johnathan and Taylor, their PC's  
11 respective portions; and I think they made --  
12 don't hold me to it, but I think they each made  
13 around 800 or \$850,000. It was a generous fee  
14 for them, but I appreciated their efforts and  
15 was glad to be able to put them in good shape  
16 financially.

17 Q Was the Email that you sent marked  
18 Exhibit 3 essentially the only necessary step in  
19 your mind for division of fees?

20 A We would reach an agreement, and then  
21 it would be confirmed in writing.

22 Q And then you would divide them?

23 A Until a case came where we didn't have  
24 an agreement and it moved quickly.

25 (Whereupon, Plaintiff's Exhibit



1                   Number 4 was marked for  
2                   identification.)

3   BY MR. BEAL:

4       Q   Let me hand you Exhibit 4 where there  
5   is a similar agreement that you entered into for  
6   the Unsworth versus Musk case.

7       A   Yeah, again, you can see the  
8   light-hearted in the way I dealt with it,  
9   because it was my decision, my law firm, my  
10   client; and I gave them I can't remember what  
11   the division was in the Unsworth versus Musk  
12   case, but I know that I gave them a very  
13   generous portion. Again. It was a case where  
14   they had an opportunity to be involved in trial  
15   of a high profile case in Los Angeles with a  
16   potential for a significant recovery, although  
17   as I got more and more into the case I realized  
18   I am not sure if Elon Musk was ever going to pay  
19   them anything no matter what the jury did.

20                  But I entered into that agreement with  
21   them. They worked on the case with me, and we  
22   had a division in writing.

23       Q   Okay. And the fee disbursement  
24   schedule or the chart that you would present to  
25   the client, this is the gross recovery per the



1 expenses, here are the attorneys' fees, it  
2 wouldn't necessarily discuss these percentages?  
3 It would discuss the percentage that L. Lin  
4 Wood, P.C. was taking of the total fee, is that  
5 correct?

6           A     I would have to go back and look at the  
7     settlement statements, but usually they were  
8     broken down; and it showed who was receiving  
9     what.

## 10 Q Really?

11           A     I am pretty sure I am right about that.  
12       If I had L. Lin Wood, P.C. with the percentage,  
13       there might be a breakdown as to who received  
14       what.

15 (Whereupon, Plaintiff's Exhibit  
16 Number 5 was marked for  
17 identification.)

18 BY MR. BEAL:

19 Q Let me hand you what has been marked as  
20 Exhibit 5, does this look like the Settlement  
21 Statement or what I call fee disbursement  
22 schedule in the David Carbone case?

23           A     Yes. This was dated February the 25th  
24       of 2020, which would have been -- well, they  
25       left -- the fee -- they left the arrangement

1       with L. Lin Wood, P.C. effective on  
2       February 14th of 2020. So they ended that  
3       arrangement on their own decision; and the  
4       Carbone case was a case where there had been --  
5       it was one of those cases where I am not sure if  
6       we had an agreement going in. I think it was  
7       part of the efforts to resolve the case at the  
8       time.

9                   At the time this was done I am not sure  
10          that there had been an agreement reached on the  
11          Carbone fees division, but I could be wrong  
12          about that.

13          Q       And this Settlement Statement reflects  
14          a breakout for the fees earned by L. Lin Wood,  
15          P.C., and the fees earned by Wargo and French,  
16          LLP and SG Evans Law?

17          A       Yes. I had associated Stacey Evans,  
18          who formerly had been a partner with me at Wood  
19          Hernacki and Evans, the firm I established when  
20          I left Bryan Cave; and that firm was made up of  
21          their three PC's. It was basically the same  
22          thing. It was an office sharing arrangement  
23          where we would divide up cases by agreement,  
24          where they would help me.

25                   This refreshes my recollection a little



1      bit. The Carbone case I do not think I  
2      initially envisioned getting Johnathan or Taylor  
3      or Nicole involved in it. I don't think Nicole  
4      ever did any work on it, because Stacey Evans  
5      was going to be the person who was really  
6      engaged to help me; and she was at Wargo &  
7      French and I had a division of fees with her.

8                And so I broke down how the fees were  
9      split. And that is why you see Wargo & French,  
10     and then she had SG Evans Law had independent of  
11     Wargo & French expended expense money.

12        Q        And Wargo & French and SG Evans Law did  
13     not maintain a practice in the same lease space  
14     as L. Lin Wood, P.C., did they?

15        A        No. Wargo & French never had a sharing  
16     arrangement with me. Stacey had earlier had an  
17     office sharing arrangement with me, but when  
18     she -- she ran for Governor.

19        Q        But she was long since done when this  
20     was entered?

21        A        She was out of the office sharing  
22     arrangement with me.

23        Q        Right.

24        A        When she --

25        Q        And does this refresh your recollection



1       that there was no breakdown below L. Lin Wood,  
2       P.C. to the PC's or LLC's of the Plaintiffs  
3       here?

4           A       No, it was just a breakdown between L.  
5       Lin Wood, P.C. and Wargo & French, LLP; and I  
6       don't believe at the time -- I am subject to  
7       being refreshed, but they didn't do a lot --  
8       Johnathan got involved in it at some point and  
9       did some work; but I don't think Nicole ever did  
10      any work on Carbone, and I don't think Taylor  
11      Wilson did.

12          Q       So in the Lindsey case is it your  
13      recollection that the fee disbursement schedule  
14      in the Lindsey case would reflect fees going to  
15      L. Lin Wood, P.C. and separately show fees going  
16      to one of the Plaintiff's PC's or LLC's?

17          A       You would have to show me the  
18      agreement.

19          Q       Okay. Is it your recollection that the  
20      Ramsey fee contracts showed a distinction  
21      between the fees going to L. Lin Wood, P.C. and  
22      the fees going to one of the, LLC's or PC's of  
23      the Plaintiffs?

24          A       You said the contract, that is the  
25      contract of engagement.



1 Q No, I mean the Settlement Statement?

2 A I would have to see it. I think it  
3 showed how the breakdown of money. In other  
4 words, my recollection is that it listed how  
5 much each of them got.

6 Q Okay.

7 (Whereupon, Plaintiff's Exhibit  
8 Number 6 was marked for  
9 identification.)

10 BY MR. BEAL:

11 Q Let me hand you what has been marked  
12 Exhibit 6.

13 And we are going to be talking about  
14 the first long Email from Taylor Wilson to you  
15 dated February 17, 2020.

16 A Okay, we are going to be talking about  
17 the first part of it? Not February 18th?

18 Q Correct. I don't know. We just left  
19 it on there for context, because it was part of  
20 the chain.

21 Do you remember entering into an  
22 agreement with the Plaintiffs here regarding the  
23 fee splits that are reflected here on Taylor's  
24 Email to you of February 17, 2020?

25 A I do remember speaking with them on the



1 phone, and we reached an agreement as to how the  
2 fee -- the fees themselves would be divided. We  
3 did not reach at that time an agreement on the  
4 overall issues that were between us.

5 Q Okay.

6 A In fact, I remember it well because I  
7 had to ask --

8 MR. BEAL: Hold on for one second.

9 (Whereupon, an off-the-record  
10 discussion was held.)

11 BY MR. BEAL:

12 Q I am handing you back Exhibit 5. We  
13 needed to black out a total in the recovery in  
14 Sandmann.

15 A It might be a good idea to block off  
16 Carbone and CNN on the second page, because that  
17 agreement may have been confidential at CNN's  
18 request.

19 Q We can do that at the end of the  
20 deposition.

21 So this agreement by -- this Email by  
22 Taylor sets forth in writing the agreement you  
23 had reached certainly by February 17th on  
24 regarding fee splits in a variety of cases, is  
25 that correct?



1       A     I think it reflects how we agreed to  
2     divide the fee, not the final agreement on how  
3     we were going to sever the relationship, because  
4     there were other issues.

5       Q     Right.

6       A     But it does, because I remember the  
7     phone call was on the 17th three days after they  
8     had left the office sharing agreement with  
9     myself and my PC; and I remember having a  
10    conversation. I was trying to be -- I was  
11    trying to calm the waters at that time.

12      Q     I understand.

13      A     We were going through a very difficult  
14    time period dealing with Johnathan and Taylor --  
15    not so much Nicole -- starting in October of  
16    2019, and there were a lot of things that were  
17    done that created problems --

18      Q     But this Email --

19      A     Let me finish, and I was trying to calm  
20    the waters. And I remember that I said what do  
21    you all think is fair? And they said  
22    35 percent. I said I will give you 50, is that  
23    fair? Yeah, yeah, we will take 50.

24           And that that was a discussion that  
25    occurred on February 17th and Taylor sent an



1 Email confirming it.

2 Q Thank you.

3 And so if you turn over to the second  
4 page of Exhibit 6 (b) is Carbone versus CNN, the  
5 proposed -- you proposed to split the fee  
6 40 percent to L. Lin Wood, P.C. and 60 percent  
7 to us.

8 Did I read that correctly?

9 A Yes, that is what it says.

10 Q And the date of this is February 17th,  
11 is that correct?

12 A Yes.

13 Q And then if we refer back to Exhibit 5,  
14 the date of that fee disbursement is about a  
15 week after? It is February 25th, is that  
16 correct?

17 A It is because, and I tell you, I think  
18 I am right I think, after I had had the  
19 conversation with Johnathan Taylor and Nicole on  
20 the 17th, things occurred that placed doubt in  
21 my mind as to whether I was going to actually do  
22 what I had said on the 17th in terms of the fee  
23 division.

24 Q Whether you were going to honor that  
25 promise?



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1           A     Well, it wasn't a done deal; and issues  
2     arose about the lease, and I was not happy with  
3     them.

4                 And so at the time that I did the  
5     Carbone Settlement Statement in my mind it was  
6     unclear what was going to happen with Carbone.

7           Q     And so you didn't list them on  
8     Exhibit 5 on the Carbone Settlement Statement  
9     because you planned to keep all the fees  
10    yourself?

11          A     That is not true.

12                 MR. HARRISON: Object to the form.

13   BY MR. BEAL:

14          Q     Well, you said --

15                 THE WITNESS: Hold on, that is not  
16     true at all.

17   BY MR. BEAL:

18          Q     Okay.

19          A     In fact, I got to remember the date;  
20     but somewhere after -- or shortly after or  
21     before maybe, February 20th, I engaged Alston &  
22     Byrd to represent me.

23          Q     Did you in fact share any of the  
24     Carbone fees with the Plaintiffs in this case?

25          A     It would have been done pursuant to the



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1     March 17th agreement that was negotiated between  
2     you and Alston & Byrd; and it has been handled  
3     pursuant to that agreement.

4                 And there was a division where they  
5     would receive some of the fee. But the way it  
6     was set up is it wasn't going to be paid until  
7     the Sandmann case resolved. But even then as I  
8     recall without looking at the agreement, it  
9     wasn't going to be paid as a practical matter  
10    because they owed me 200 and -- they owed  
11    \$285,000 on their share of the lease. They owed  
12    that directly to the landlord.

13                And so the agreement was set up so that  
14    I would not pay any of the fees in the other  
15    matters, except for Sandmann, except for when it  
16    came in because those fees were --

17                MR. BEAL: I don't want to be  
18        rude, but I don't know what he is  
19        talking about.

20                THE WITNESS: Well, I am trying to  
21        tell you --

22                MR. HARRISON: Let him finish.

23                MR. BEAL: It is a very simple  
24        question.

25                THE WITNESS: I am trying to give



1       you an answer. Let me finish. I am  
2       sorry.

3                   So for example if I owed him  
4       hypothetically \$50,000 on Carbone, even  
5       though it closed, I didn't pay him the  
6       50 because the agreement allowed me to  
7       keep any of their fees that they had  
8       agreed to pay them until they had  
9       satisfied the \$285,000 that they had to  
10      pay to the landlord, which I agreed to  
11      let them pay to me. Then I would pay  
12      to the landlord on their behalf to make  
13      sure that their fees were actually  
14      paid, because they owed 75 percent of  
15      the lease.

16                  So the amount of Carbone and how  
17      that worked out, that ultimately was  
18      tied more to the final agreement of  
19      March 17th, than it was the preliminary  
20      on the 17th of February.

21      BY MR. BEAL:

22                  Q     Let me ask this question, on  
23      February 17th Taylor wrote this Email  
24      summarizing your agreement, which included fee  
25      divisions on a variety of cases, including



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1       Carbone, is that correct?

2           A     It is correct, to the point that we  
3     agreed at that time on a fee division in certain  
4     cases.

5           Q     And then?

6           A     But it was not put in writing after I  
7     had to get Joey Burby involved. Then it was put  
8     in writing.

9           Q     Six days later you received the fees in  
10    Carbone and --

11          A     It looks like I got them on the 25th,  
12    which would have been more than six days.

13                MR. HARRISON: Eight days.

14       BY MR. BEAL:

15          Q     So eight days later, but payment was  
16    not made because you planned on entering into a  
17    separate agreement, which would deal with other  
18    issues; and these payments would not be due, is  
19    that correct?

20          A     I don't think that is accurate.

21          Q     Okay.

22          A     I mean it is ultimately accurate on  
23    March 17th that the payment of that fee in  
24    Carbone was not due and payable until they had  
25    paid their share of the \$285,000 that they owed



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1      on the lease.

2            Q       So when you entered into --

3            A       Hold on a second. I believe it was  
4        during the time period of the 17th prior to the  
5        25th that I learned that my computer had been  
6        hacked, and my Email's had been hacked; and I  
7        had reason at that time to believe that  
8        Johnathan and Taylor and perhaps Nicole were  
9        involved in it. I still think that.

10          Q       Okay. Were you --

11          A       I think it related to Dr. Phil, but we  
12        will see. I thought at the time that it related  
13        to Rick Miller, so there was a problem. However  
14        we define it, there was a serious problem that  
15        came up between the 17th and the 25th of  
16        February that ultimately led me to get Joey  
17        Burby and his firm Alston & Byrd involved to  
18        negotiate a final deal with you.

19          Q       If you had been planning on paying the  
20        fee to my clients out of Carbone, would you have  
21        had to have listed them on that Settlement  
22        Statement?

23          A       You know, I don't believe that I  
24        realized at the time that I had to do that.

25          Q       Okay. So you didn't think you had to



1 do it?

2 A I learned from Joey Burby and Chris  
3 Marquardt when the Sandmann issue came up, that  
4 when you divide a fee with an outside firm that  
5 you have to get the client consent either --  
6 preferably in the initial engagement agreement,  
7 but if not at that time I was told that you have  
8 to get it at the time of consummation of the  
9 settlement, or before the consummation, or at  
10 the consummation.

11 I was not intimately familiar with the  
12 Georgia ethical rules on fee splits with third  
13 parties.

14 Q And so that was not something you had  
15 been doing in your career with the Plaintiffs up  
16 to that point, is that correct?

17 A It is correct in that I did not do it,  
18 because I thought there was an ethical  
19 obligation to do it; but I think my history  
20 showed that I generally would reflect to the  
21 clients how the fees were disbursed or the  
22 moneys were disbursed, and how the settlement  
23 proceeds were disbursed.

24 That was a matter of disclosure that I  
25 always engaged in, but I did not know that it



1       was a requirement under the Georgia ethical  
2       rules until I was informed of that by Alston &  
3       Byrd. And that came up in discussion about  
4       the --

5           Q       And the matters --

6           MR. BEAL: We are wasting just a  
7       ton of time. We don't have -- we don't  
8       need to be here until 8:00 o'clock at  
9       night.

10          MR. HARRISON: I understand.

11          MR. BEAL: I know, but I mean a  
12       lot of this hang on.

13          THE WITNESS: Well, let me --

14          MR. HARRISON: Hang on.

15          MR. BEAL: The question got  
16       answered and then it got re-answered a  
17       second time, and now we are onto a  
18       whole different subject.

19          MR. HARRISON: So two things, let  
20       him finish his answers, please.

21          Lin, answer the question and stop.

22          MR. BEAL: Because he can get to  
23       all this stuff --

24          MR. HARRISON: I don't need it.

25          MR. BEAL: I am not trying to cut



1       you off. I just want to save some  
2       time.

3                  THE WITNESS: Let me finish now.

4                  MR. HARRISON: Please don't cut  
5       him off.

6                  Lin, please just answer the  
7       question.

8                  THE WITNESS: I believe what I was  
9       saying when you jumped in was in a  
10      discussion about the fee division with  
11      Cherie Fuzzell, that is when Alston &  
12      Byrd says this applies to Sandmann too.  
13      That is when I learned about the  
14      ethical rule.

15                 So my disclosures in any of the  
16      agreements that I had, it was really a  
17      matter of transparency to tell the  
18      client how the proceeds were disbursed.

19                 I didn't do it because I thought  
20      there was an ethical rule to do it.

21      BY MR. BEAL:

22      Q      And did Alston & Byrd tell you how --  
23      did Alston & Byrd describe to you that these  
24      ethical regulations they were talking about were  
25      different for firms inside your office, versus



1      firms outside, practicing law somewhere else?

2                  MR. HARRISON: Let me make sure  
3                  before he answers.

4                  He is asking you potentially about  
5                  attorney-client communications.

6                  THE WITNESS: Well, I relied on  
7                  Counsel so I think he is entitled to  
8                  ask it.

9                  MR. HARRISON: I think he is  
10                 entitled to ask it, but I just wanted  
11                 to make you aware of it.

12                 THE WITNESS: I gave Joey Burby  
13                 and Chris Marquardt the entire history  
14                 of the fee splits, et cetera with the  
15                 three PC's. Yeah, Wade, Grunberg --  
16                 however many PC's they had.

17                 I gave them the entire history. I  
18                 gave them the history of the office  
19                 sharing division. They were aware that  
20                 these lawyers had left the fee sharing  
21                 arrangement on February 14th. So when  
22                 I was told that consent was required  
23                 from Nicholas Sandmann pursuant to the  
24                 Georgia ethical rules, and as I recall  
25                 Todd McMurtry said it was required



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1       pursuant to Kentucky's ethical rules, I  
2       relied on the fact that they knew the  
3       history and they knew whether or not  
4       the fee should be divided or should  
5       require client consent.

6           And however they resolved that in  
7       terms of what you are suggesting or  
8       that they were in the office or out of  
9       the office, the fact is we know without  
10      any doubt that the fee agreement was  
11      signed, the division agreement was  
12      signed on March 17th. Over a month  
13      earlier they had terminated their lease  
14      office sharing arrangement with me. So  
15      they were a third party firm at the  
16      time the agreement was entered into in  
17      March, and for whatever their legal  
18      reasoning was, Alston & Byrd said  
19      client consent is required.

20     BY MR. BEAL:

21       Q     And what legal research did you do to  
22       confirm that that was indeed accurate?

23       A     I didn't do any. I read the rule, and  
24       they brought it to my attention; but they were  
25       my lawyers, and I figured they had done the



1 research to come to the right --

2 Q Did they prepare a research memo --

3 MR. HARRISON: Hang on. You got  
4 to let him finish his answer. I  
5 understand that you think maybe it is  
6 not relevant; but you are continuing to  
7 talk over him. It is just not going to  
8 get anywhere.

9 THE WITNESS: Let me just finish.

10 So I didn't prepare any -- I do  
11 didn't do any legal research. I was  
12 paying Alston & Byrd to resolve the  
13 issue for me. And they gave me a hard  
14 statement that consent was required,  
15 and I can't remember exactly the date  
16 of when that advice was given to me;  
17 but that was their counsel. I didn't  
18 go back and second-guess it. I didn't  
19 do my own research.

20 I was familiar with the rule when  
21 it was brought to my attention, and the  
22 issue of whether it applied based on  
23 the arrangement we had predating the  
24 March 17 or not, I relied on Alston &  
25 Byrd to tell me the answer.



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1 BY MR. BEAL:

2 Q When do you think they gave you that  
3 advice?

4 A I would have to go back and look. I  
5 really don't remember, and my recollection is  
6 that it was sometime after March the 17th,  
7 because it was in a discussion about a division  
8 with Cherie Fuzzell; and they said we have  
9 looked and you got to get client consent.

10 And I asked the question, well, does  
11 that also apply to Sandmann? And they said  
12 yeah. So that is when it happened. I don't  
13 have a specific date.

14 Q And who was Miss Fuzzell?

15 A Cherie Fuzzell is Rick Miller's wife.

16 Q And she is associated with what law  
17 firm?

18 A I don't think she has an association  
19 with a law firm. I don't think she ever  
20 practiced law actually, but she got a law  
21 degree. She may have practiced at one time.

22 Q She never practiced in any capacity  
23 with L. Lin Wood, P.C. or in your office?

24 A She did not.

25 Q Okay.



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1                   Did Alston & Byrd ever indicate to you  
2       that there was a difference between the  
3       Plaintiffs here who practiced law as your  
4       partners in your business, versus someone who  
5       practiced law at a completely different firm in  
6       a different location? Did they ever draw that  
7       distinction?

8                   A     They didn't draw the distinction with  
9       me. I gave them all the information, all the  
10      factual background of the history of the  
11      relationship between the various PC's; and they  
12      came to their own conclusion on their own time  
13      that client consent in the Sandmann case was  
14      required. And I tried to get it.

15                  Q     So would it be fair to say that all of  
16      these cases here, Sandmann -- well, leave  
17      Sandmann aside -- Carbone, Lindsey, Grogan and  
18      Cardoba all had settlement statements that would  
19      have reflected the Plaintiffs and the percentage  
20      that they were receiving?

21                  A     Well, Cordoba I was not involved in  
22      however that was done.

23                   Grogan versus Aarons, I was not  
24      involved in how that was done, if it has been  
25      done.



1               Lindsey, I am sure that I did prepare a  
2 client statement.

3               And Carbone, you have got.

4               And then we obviously know what has  
5 happened with Sandmann.

6               Q     And would Lindsey -- I may have asked  
7 you this question before -- but let me go over  
8 it again, in Lindsey was there a separate line  
9 item for the Plaintiffs in the percentage their  
10 PC's or LLC's would receive?

11          A     I would have to see the agreement, but  
12 I suspect it might be more in line with the  
13 Carbone Settlement Statement; but I don't know  
14 that.

15               Because this was all in flux pending  
16 the final agreement that was reached on  
17 March 17th.

18          Q     And so is there anything in Exhibit 6  
19 which indicates that these agreements are in  
20 flux or will be changed, or are pending a final  
21 agreement? Any reference to that?

22          A     Taylor didn't put anything in there,  
23 but we had other agreements -- we had other  
24 issues that had to be resolved.

25          Q     And then under number 2 he says: We



1       agreed to speak to Kimmy and use our best  
2       efforts to influence her as to the benefits of  
3       returning to work with you, including without  
4       limitation by describing to her how much we  
5       appreciate your willingness to work with us and  
6       how well we were able to work with you on  
7       resolving the issues tonight, et cetera.

8                   And is this Kimmy Hart Bennett?

9           A      Yes.

10          Q      And why was it so important to you that  
11         the Plaintiffs go and talk to Kimmy and persuade  
12         her to come to work for you?

13          A      Because they had put her job at risk  
14         and to get her terminated. On February 14th I  
15         believe that was the day that we were supposed  
16         to meet in the offices of L. Lin Wood, P.C.

17          Q      Okay --

18          A      Hold on. We had come to an agreement  
19         to continue to work in an office sharing  
20         arrangement under the name of Wood Wilson  
21         Grunberg and Wade; and we were going to be  
22         meeting on February 14th after some very, very  
23         difficult days starting in October until that  
24         time period, to try to sit down and go over how  
25         we are going to agree on how that office sharing



1 agreement was going to work.

2 I sensed that it was a setup, and that  
3 they weren't going to be at the meeting; so I  
4 didn't go. Because I sensed they were going to  
5 try to leave and stick me with the lease. I  
6 thought the lease was in L. Lin Wood, P.C.'s  
7 name, and I had the keys removed, the card's  
8 access removed.

9 And then I found out that they had a  
10 meeting I think at Nicole's house where they  
11 were going to read me the riot act, and they  
12 changed the time to 2:30 and Johnathan got on  
13 the phone and just ripped me for 20 minutes; and  
14 I finally said, can I say something, Jonathan?  
15 Hold on. This is important and I am going  
16 answer it --

17 BY MR. BEAL:

18 Q Is this going to tie back to Kimmy?

19 A It is. So I finally said to Jonathan  
20 can I get a word in? He said you got five  
21 minutes. I said I don't need five minutes. You  
22 got until 5:00 o'clock to get in the office and  
23 get your stuff out. I am told that when they  
24 all went to the meeting, and Kimmy went with  
25 him, she was my executive assistant, she never



1       worked for any of their PC's, she was paid  
2       strictly by me. She worked for me, although  
3       they benefited because she was at my request  
4       keeping up with the overhead and paying it, and  
5       then getting their share paid.

6                 They took Kimmy to that meeting, and  
7       Johnathan I am told looked over and say you know  
8       you are going to lose your job now. And Kimmy  
9       said yes. And that would have hurt me badly,  
10      because I had to have Kimmy to be able to  
11      maintain my law practice at that time.

12               And so when we had this discussion on  
13      the 20th, I raised with them that I would like  
14      for them to tell Kimmy, to urge her to stay.

15       Q       Okay.

16       A       And they were willing to do it then,  
17      because I guess they saw the benefit to them by  
18      making sure that I could still function with my  
19      own self and have an executive assistant that  
20      was skilled and knowledgeable.

21       Q       So Kimmy ultimately did stay with you,  
22      is that right?

23       A       She did. In fact I learned that Taylor  
24      had called her and said you ought to stay --

25       Q       Just yes or no, I mean?



1           A     I am answering. I have the right to  
2     answer fully. I learned that Taylor had called  
3     her and said you ought to stay with Lin. They  
4     were trying to make peace at that time because I  
5     guess they thought they were going to get what  
6     they wanted out of these other cases.

7                         So she did ultimately stay with me.  
8     She still works for me.

9           Q     Does she live with you up here?  
10          A     No, she lives with her husband outside  
11     of Atlanta.

12          Q     But it was very important for you to  
13     get Kimmy and this salary was what you offered  
14     her was 120,000 a year, is that correct?

15          A     I believe that is correct. I was  
16     paying her 100 or 120 at that time. Kimmy is a  
17     very valuable person in terms of her skill and  
18     her knowledge. She runs my law practice. Since  
19     I have lost my law practice due to this lawsuit  
20     and the State Bar, she runs my other efforts to  
21     try to find a way to make a living. So she is a  
22     very critical employee. She was then. She is  
23     now.

24          Q     And she works out of Atlanta and you  
25     live up here in South Carolina most of the time,



1     is that correct?

2           A     My residence was moved to South  
3     Carolina in February of 2021. I still have a  
4     home in Atlanta on Green View and I have to -- I  
5     am trying to maintain it, because when I go down  
6     to deal with this litigation and the State Bar,  
7     I don't want to go down and stay in a hotel  
8     because I take my dog with me.

9               So the answer is Kimmy works remotely,  
10    and then I will see her in person when I go to  
11    Atlanta; and then she has made a couple of trips  
12    to South Carolina. Tat is right after when I  
13    first bought the property here.

14          Q     And you have invested with Kimmy's  
15    husband in another business, is that correct?

16          A     No.

17          Q     No?

18          A     No, I have no investments with Paul.

19          Q     Okay. So for the most part your PC is  
20    located in Atlanta, Georgia; but your permanent  
21    residence and where you spend the majority of  
22    your time is here in South Carolina, is that  
23    correct?

24          A     I spend the majority of my time here.  
25    The PC still has an address in Atlanta. I have



1      left the corporation viable, although it is not  
2      a viable entity any more financially; and I  
3      don't have any cases that I am working on,  
4      except my efforts to combat as Co-Counsel the  
5      warfare that has been waged against me,  
6      including this lawsuit.

7            Q      And when we look at the lawsuits listed  
8      on Exhibit 6, Sandmann, Carbone, Lindsey,  
9      Grogan -- let us leave Cordoba out for now -- in  
10     each one there is an estimated fee recovery, and  
11     is that because the majority of the work had  
12     already been performed on those files?

13          A      No.    No.

14                Cordoba was as I recall the case that  
15      Taylor Wilson brought in --

16          Q      I don't want to talk about Cordoba  
17      right now.   I am asking A through E?

18          A      You asked me about D and E.

19          Q      No, I am asking you A through D.

20      Sandmann --

21          A      Grogan -- I don't know -- no, I don't  
22      believe Grogan had all the work done on it at  
23      all.   I thought it was relatively a new case.

24          Q      But we know that Carbone was done  
25      because the payment came eight days later.



1       A     I would have to look and see when  
2     Carbone actually was done.

3               I remember being at Reynolds when I  
4     spoke with David and also David Vigilante; so I  
5     don't remember the exact date that it was done.  
6     It may have been --

7       Q     But all of the work was substantially  
8     performed, because you had a check eight days  
9     later, right?

10      A     Well, I don't -- the work is not done  
11     on a contingency fee case until you get a  
12     settlement.

13               And so I was still negotiating with  
14     David Vigilante and the Carbone's. They were  
15     tough clients, and they had a certain view of  
16     the case and I had a different view. And so I  
17     had to spend time with them and spend time with  
18     David Vigilante to get it settled. I don't know  
19     when those conversations occurred.

20      Q     But it was most of the actual legal  
21     work had already been performed, and there was  
22     an estimated fee so --

23      A     Yeah.

24      Q     So there must have been a tentative  
25     agreement as to even settlement amount at that



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1 point?

2 A I think that is accurate.

3 Q Okay. And then the same is true of  
4 Sandmann, all the heavy lifting, the legal work  
5 must have been done because we have got a fee  
6 share estimate, which is remarkably accurate;  
7 and it is down to the dollar. So that amount,  
8 the majority of the work had been done on  
9 Sandmann, and you were finalizing the settlement  
10 documents at that time in February 17th, right?

11 A What is the question? There is a lot  
12 said there.

13 Q Is that correct that the majority of  
14 the legal work had been completed in Sandmann  
15 and a settlement amount had been agreed to?

16 A No. What would be accurate is is that  
17 work had been done -- Sandmann was involved in I  
18 believe seven different cases. So a lot of the  
19 work that was done would have been for the  
20 benefit of all of those cases.

21 There was concentration on CNN and then  
22 the Washington Post. So enough work had been  
23 done on the CNN case that the parties settled  
24 it.

25 At the time that it settled there was



1      no agreement on a fee division with any other  
2      lawyers in how we would deal with the fees.

3            Q     All right.

4            A     Until we had the discussion and I  
5      entered into what I felt was -- I felt like --  
6      hold on -- these people were extorting me. But  
7      I entered into an agreement to get them in my  
8      rear-view mirror and then that blew up.

9                But then I went back and said look, I  
10     just want to move on with my life. I had this  
11     disruption with my children and Richard Jewell  
12     and the threats that it posed to my ongoing  
13     representation of Sandmann, and that is when  
14     Joey and them got the matter settled. I thought  
15     we were in the rear-view mirror and would have  
16     an amicable relationship going forward. That  
17     was my intent.

18            Q     So when we are talking with Sandmann  
19     here on Exhibit 6, we are talking about Sandmann  
20     versus CNN?

21            A     On Exhibit 6 we are talking about  
22     Sandmann versus CNN.

23            Q     Yes, and the settlement agreement had  
24     been reached?

25            A     Yes, it had to have been. It wasn't



1 consummated.

2 Q Correct.

3 A I don't know if it had been documented,  
4 because Todd McMurtry handled that part of the  
5 case. It had been envisioned at one point that  
6 I was going to ask Taylor to work with Todd on  
7 it and I don't think that worked out. Either I  
8 just changed my mind or things got to a point  
9 where it didn't matter because we got it  
10 settled.

11 Q A minute ago you said these people were  
12 extorting me.

13 Do you believe that there was in fact  
14 extortion committed by the Plaintiffs?

15 A I believe they extorted me into the  
16 agreement of March 17th, because they were  
17 interfering with my relationship with my  
18 children. That is documented. You don't do  
19 that to me.

20 They were threatening me with their  
21 accusations, false about my mental health. They  
22 were threatening my efforts for Richard Jewell  
23 to have President Trump award him posthumously  
24 the Presidential Medal of Freedom.

25 And their baseless allegations also



1        threatened what I was doing in an ongoing effort  
2        for Nicholas Sandmann and they knew it.

3                 And I think they used that leverage and  
4        it worked. I gave in, but I felt extorted.  
5        Then I believe clearly without any doubt in my  
6        mind it is my opinion they extorted me or tried  
7        to extort me with respect to the demand that you  
8        made when you sent over that incredibly  
9        scandalous, irrelevant, impertinent Complaint  
10      that they were determined to file, so they could  
11      smear my name and they did it.

12               They knew I would never agree to the  
13        extortion terms that were presented to me when  
14        you sent that over to Joey Burby. They wanted  
15        to smear me. I think that why they involved  
16        David Hancock.

17               Q       So it is your belief that the first act  
18        of criminal extortion or the crime of extortion  
19        occurred by the Plaintiffs in the March 17th  
20        agreement, Settlement Agreement, is that  
21        correct?

22               MR. HARRISON: Objection to the  
23        form.

24               You can answer.

25               THE WITNESS: I believe that they

1       extorted me into the March 17th  
2       agreement and I gave into it.

3       BY MR. BEAL:

4           Q     And then --

5           A     Let me finish.

6           Q     I want you to list them all out for me.

7           A     I am trying to.

8           Q     Good.

9           A     I believe they extorted me in  
10      connection with the March 17th agreement, and I  
11      gave into it.

12               If I had not given into it they would  
13      have had to sue me for quantum meruit, and it is  
14      a lot less than what I had agreed to pay.

15               And then I believe that they attempted  
16      to extort me, and you were involved in it, Drew,  
17      with the obscene Complaint that was filed, where  
18      the only issue to be resolved was whether or not  
19      client consent was required in the Sandmann  
20      case.

21               So I believe that was extortion. I  
22      don't know that I -- you would have to show me  
23      what I said, but extortion is extortion. If it  
24      is a crime, it is a crime. Theirs was knowing,  
25      and it was my firm opinion and validated by



1       Alston & Byrd, because they prepared with me the  
2       press release that was issued after the lawsuit  
3       was filed; and they assisted me in editing it,  
4       and it contained the fact that I said that they  
5       were trying to extort me through litigation. I  
6       wasn't going to get extorted.

7                   So the first accusation or description  
8       or my opinion I would say about extortion was in  
9       the press release that I issued back in  
10      September of 2020. They didn't say anything  
11      about it.

12                  And then they filed their lawsuit and  
13       published to the world that I had said to Dexter  
14       Cain that they were extorting. That I had said  
15       to one of the Co-Counsel in the class action  
16       case that they were extorting me. They put that  
17       out for the world to read. They published it  
18       themselves. I didn't. But that is the way I  
19       felt, because I think I am right. I think my  
20       opinion is solid.

21               Q       To whom -- to what Law Enforcement  
22       agencies did you report this extortion or  
23       attempted extortion?

24               A       I didn't -- I didn't -- I didn't have  
25       the opinion it was extortion to have these



1      people put in jail for it. But I described what  
2      they had done, because I believed then, I  
3      believe now that it was extortion; but I wasn't  
4      here to put anybody in jail.

5            Q      But you believe it was the crime of  
6      extortion, but you did not want to put them in  
7      jail for it?

8            A      I believed that they extorted me and I  
9      made finally a decision in I believe May of 2021  
10     when I was then representing myself in this  
11    case, when I had joined as Co-Counsel when Burby  
12    had left, I felt like as a lawyer when I was  
13    getting blasted up there in South Carolina, in  
14    large part based on their lawsuit, that I had  
15    not only a right, but under the law I had a duty  
16    as my own lawyer to defend myself in the Court  
17    of public opinion and that is when I posted on  
18    Telegram. And that is when I described what  
19    they had done as extortion. That is my opinion.  
20    It was then. It is now and it hasn't changed.

21            Q      Did you believe that you had a duty to  
22    report the crime of extortion to any Bar  
23    Association?

24            A      Well, it was on Telegram; and I think I  
25    made some reference to it. The Bar had



1     apparently changed their policies sometime in  
2     2020 where you could file a Complaint against  
3     any lawyer even if he never represented you or  
4     she never represented you. It changed  
5     completely in the rules, where usually a  
6     Complaint ethically had to be filed by a client.

7                 And so having been subjected to an  
8     ethics investigation by people I didn't even  
9     know who they were, I figured the Bar wants to  
10    hear from the people.

11                And I think I put on Telegram -- I  
12    don't have it with me -- but I recall putting on  
13    Telegram if you feel this is extortion, you can  
14    always report it to the Georgia Bar; and I think  
15    I did report them to the Georgia Bar.

16                (Whereupon, Plaintiff's Exhibit  
17    Number 7 was marked for  
18    identification.)

19    BY MR. BEAL:

20       Q     Let me hand you this.

21       A     But I didn't contact Law Enforcement,  
22     just like I note they didn't contact Law  
23     Enforcement despite having what they claim was  
24     serious threats of bodily harm they claim were  
25     made by people who followed me on Telegram.



1      That is not true.

2           Q      I am handing you what has been marked  
3      as Exhibit 7, and ask you if this is an Email  
4      that you wrote to Todd McMurtry on February 27th  
5      of 2020?

6           A      Let me take a look at it.

7           Q      Yeah, it is kind of long. It will take  
8      a second.

9           A      It looks like it will be all right.

10                 He called you a flaming liberal. I  
11      think that is right.

12                 Q      No, Ed was the flaming liberal?

13                 A      I am just kidding, Ed was the flaming  
14      liberal. I am sorry. Oh yes, it says Ed is a  
15      flaming liberal. I like Ed. I think he is a  
16      flaming liberal. But that is all right. He  
17      thinks I am a flaming conservative.

18                 Okay, that is an Email I sent to Todd.

19                 Q      The Plaintiffs are not copied on this  
20      separately?

21                 A      Nor would there be a reason to copy  
22      them.

23                 Q      So in the first paragraph you talk  
24      about a dispute you had with my then law partner  
25      Ed Buckley regarding claims from his client



1       against Herman Cain, is that correct?

2           A     I didn't have a dispute with it.

3           Q     Okay.

4           A     I represented Herman Cain. Ed  
5     represented Ginger White and Ed started making a  
6     media tour with Ginger White to attack Herman  
7     Cain.

8                  That is my dealings with Ed Buckley.

9           Q     All right.

10                 Did you accuse him of extortion?

11                 MR. HARRISON: Object to the form.

12                 THE WITNESS: He wasn't extorting  
13     me. I didn't make any accusations  
14     against Ed Buckley. I was only  
15     involved, and it was peripheral. I  
16     think we talked on the phone a few  
17     times, because he was on a media tour  
18     with Ginger White attacking Herman Cain  
19     who I represented.

20     BY MR. BEAL:

21           Q     In the next paragraph you say and I  
22     will just read it and tell me if I read it  
23     correctly and we can break it down: I can  
24     explain more to you tomorrow by phone, but I  
25     would like to ask you to consider preparing a



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1 letter from you to Beal and a letter signed by  
2 Ted and Julie to you or Beal, making clear that  
3 there is express directive that no fees be paid  
4 to Taylor, Johnathan and Nicole that exceed a  
5 quantum meruit basis regardless of any agreement  
6 I made or attempted to make to get rid of their  
7 foolishness to prevent it from harming my future  
8 efforts for Nicholas and others.

9 Did I read that correctly?

10 A You did.

11 Q Would it be fair to say that you are  
12 asking Todd to go to Mr. and Mrs. Sandmann and  
13 instruct them to insist on a quantum meruit fee  
14 for the Plaintiffs in this case?

15 A I said what I said.

16 Q All right.

17 A But let me say this, you had made some  
18 demand on Todd that he maintain the Sandmann fee  
19 in his escrow account, in terms of the share  
20 that Nicole and Johnathan and Taylor were trying  
21 to get. And I remember that he said -- I called  
22 him on it -- and he said I can't do that under  
23 Kentucky law, and I will inform them. And then  
24 he said would you want to see the draft of the  
25 letter before I send it to them. And I said no,



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1       you write whatever you want to write.

2                   And in that letter I noted when it was  
3       received that the last paragraph of that letter  
4       said that the Sandmann parents were only going  
5       to agree to a quantum meruit recovery. I didn't  
6       know he was going to put that in the letter. So  
7       you knew and they knew that that was the  
8       Sandmann position, not Lin Wood's.

9                   Although when this blew up I wanted to  
10      make it clear to them so there was no  
11      misunderstanding that that was their position,  
12      and then in an effort to put this behind I  
13      changed my mind and I said let us just get it  
14      done and I got Joey and Chris to negotiate an  
15      agreement with you.

16           Q     Okay.

17           A     And I wanted to go forward. I wanted  
18      these people to prosper. That is why I sent  
19      them business, offered them a line of credit;  
20      and this idea that I was trying to destroy them  
21      is --

22           MR. BEAL: I will have to object.

23           THE WITNESS: It is a brutal,  
24      vicious, intentional lie.

25      BY MR. BEAL:



1           Q     Okay. In Exhibit 7 you wrote this on  
2     February 22, 2020, is that correct?

3           A     2:40 a.m., yes. It looks like I wrote  
4     it that morning.

5           Q     So that is five days after you entered  
6     into the February 17th agreement with Taylor  
7     about fee splits, is that correct?

8           A     It was after I had -- we had come to --  
9     extorted agreement -- you didn't hear what I  
10    said, so let me make sure you understand.

11          Q     You are under cross-examination, so I  
12    need a --

13          A     I am going to answer it. If I am not  
14    allowed to --

15          Q     Yes or no and then you can explain  
16    whatever you would like to. This Email was  
17    written five days?

18          A     That is clearly yes, you can do the  
19    math.

20          Q     Okay, good.

21          A     The answer is yes, but go back and  
22    understand I was extorted when I gave them that  
23    agreement on the 17th.

24                 And I was kind of playing with them.  
25    When I said well, tell me what you think is



1      fair. 35 percent, the same thing we got with  
2      Ramsey. I said I will tell you what, I will  
3      give you 50 percent, do you think that is fair?

4            I was not actually of the mind to give  
5      them a dime at that time. I was playing with  
6      them a little bit to see what they would do.  
7      And they went oh, yeah, yeah, we will take the  
8      50 because they are greedy.

9            And then when I got back and dealt with  
10     Joey Burby and Chris Marquardt, I said just go  
11     ahead and let us divide it the way I said on  
12     February 17th, because I did say it even though  
13     it was not done with the mind set that they  
14     deserved it and I wanted to give it to them, I  
15     would live up to my word and give them  
16     50 percent; and that is what got into the final  
17     agreement.

18        Q        Okay. And so when you entered into the  
19     agreement with Taylor on February 17th you were,  
20     to use your words, sort of playing with them.  
21     You didn't plan on giving those percentages.  
22     You were thinking more in line of what you said  
23     here five days later to Todd McMurtry on  
24     February 22nd, Exhibit 7?

25        A        No.



1                   MR. HARRISON: Object to the form.

2                   Misstates --

3                   THE WITNESS: No, you just made  
4                   that up.

5 BY MR. BEAL:

6                   Q        Okay. When you said you were playing  
7                   with them, you didn't want to give them  
8                   anything?

9                   MR. HARRISON: The same objection.

10                  THE WITNESS: I was not -- the  
11                  record that I have with these lawyers I  
12                  was abundantly and generously fair  
13                  above and beyond with them. I was good  
14                  as gold to every one of them.

15                  We didn't have an agreement on  
16                  Sandmann like we had in other cases;  
17                  and by the time it came time to make an  
18                  agreement they had left the -- they had  
19                  gone over into yah yah land in terms of  
20                  what they were doing with me.

21                  When I said I am playing with  
22                  them, let me tell you what I meant, I  
23                  wanted to find out whether I was right  
24                  and if these people were really dealing  
25                  in good faith with me. So when I had



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1       that phone call with Taylor and then I  
2       said how about what do you want in  
3       Sandmann? 35 percent. The same thing  
4       we had with Ramsey, which was way  
5       generous. I said I will give you  
6       50 percent. So I was actually more  
7       serious about confirming what these  
8       people were up to, and that is why we  
9       had to come back in March and make the  
10      final agreement.

11     BY MR. BEAL:

12     Q     Okay.

13     A     I wasn't playing with them to play with  
14     them. None of this was fun to me. What they  
15     were saying about my mental health to my  
16     children and others, that was not fun for me.  
17     But they admitted that was a lie when they got  
18     the Settlement Agreement in March 17th and  
19     admitted that I was mentally competent at all  
20     times and had been for a long time.

21     BY MR. BEAL:

22     Q     Let's look at page 2 of Exhibit 7.

23     A     Okay.

24     Q     And if you start in the second line,  
25     the middle of the sentence it says: I would



1 like for you to consider doing for me and what I  
2 would like for Ted and Julie to consider doing  
3 for me, which I believe will bring this  
4 foolishness to an abrupt and unhappy ending for  
5 Taylor, Johnathan, and Nicole, if they realize  
6 they are not going to receive a sum certain for  
7 the CNN case. They will have NO ability to  
8 finance their frivolous claims regarding the  
9 fees in CNN and the remaining office lease  
10 liability. The worst-case scenario would be  
11 that I would be authorized by the client to hold  
12 my PC's portion of the CNN fee in my escrow  
13 account pending final resolution of the disputes  
14 between me and WGW. That alone will cut off  
15 their ability to finance and publicize their BS  
16 claims against me.

17 MR. HARRISON: What is the  
18 question?

19 BY MR. BEAL:

20 Q So did I read that correctly?

21 A (Nods) I didn't follow it, but I don't  
22 believe you intentionally misread it.

23 Q Okay.

24 Did that accurately summarize your  
25 feelings and intentions at the time you read it?



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1       A     It is incomplete. If you look at what  
2     I am trying to do, I realized that the plan they  
3     had was to leave on February the 14th. They  
4     already had made that plan at a time when they  
5     had a fiduciary duty to me as part of the office  
6     sharing agreement, and in violation of that they  
7     were out plotting against me to move out of the  
8     office, to go somewhere else, and stick me with  
9     the entire amount of the lease.

10      Q     All right.

11      A     And I was trying to tell Todd, and I  
12     would have to look back at the letter that he  
13     sent them where he makes some reference to the  
14     Sandmann's not -- it was before -- I am sure it  
15     was before this because I was surprised when I  
16     saw it.

17                  I was essentially saying make it clear  
18     to these people that is all they are going to  
19     get, and maybe that will bring them to the  
20     reality that they need to stop the foolishness,  
21     stop the accusations, stop the threats, and not  
22     be able to follow up with their plan, which was  
23     going to be to leave me stuck with the full  
24     amount of the office lease. That is my better  
25     description of what I was saying.



1           Q     Let me unpack something that you have  
2 just said.

3                 You believe that the three Plaintiffs  
4 owed you a fiduciary duty, is that correct, at  
5 that time in February of 2020?

6           A     I thought they owed me a fiduciary  
7 duty, as I owed them in terms of being partners  
8 an office sharing arrangement. We were in  
9 business together.

10          Q     Partners in a business?

11          A     Partners in an office sharing  
12 arrangement.

13          Q     But that office sharing arrangement was  
14 for the conducting of the business, is that  
15 right?

16          A     It was an office sharing arrangement  
17 where they were able to practice law up there,  
18 and I was able to practice law up there, and it  
19 made it affordable for them and me to have it  
20 done under an office sharing arrangement;  
21 because I did not then and had never had any  
22 type of a law partner with L. Lin Wood, P.C. It  
23 has always been exclusively my partnership and  
24 my PC.

25          Q     But you characterized them as partners



1       in an office sharing arrangement that owed a  
2       fiduciary duty to you, and you perhaps owed one  
3       to them, is that correct?

4           A     Anybody that is in an agreement --

5           Q     Yes or no?

6           A     Well, you said perhaps. A fiduciary  
7       duty is a fiduciary duty. So everybody in the  
8       agreement as it related to the lease owed each  
9       other a fiduciary duty of good faith and honest  
10      dealings, and not to be doing things behind the  
11      back of another partner as it relates to the  
12      lease.

13          Q     So would it be fair to say in this  
14       February 22nd letter, Exhibit 7 -- excuse me,  
15       Email, you were urging Todd to go to Mr. and  
16       Mrs. Sandmann to persuade them to insist on a  
17       quantum meruit fee only for the Plaintiffs?

18           MR. HARRISON: Object to the form.

19       BY MR. BEAL:

20          Q     Is that correct?

21          A     No. They had already said they were  
22       going to pay quantum meruit. I was saying make  
23       it clear and maybe that will help bring these  
24       people to their senses and we can get this all  
25       resolved and the nonsense and foolishness on



1       their part will stop.

2           Q     So when you said: And what I would  
3     like for Ted and Julie to consider doing for  
4     me -- what you really meant is to formalize an  
5     agreement they had already said before?

6           A     No.

7           Q     I mean doesn't this indicate that you  
8     are asking Todd to bring this subject up to Ted  
9     and Julie?

10          A     To consider it, yeah. It says what it  
11     says, but there was no agreement before. They  
12     had made their statement about their position  
13     clear to you in Todd's letter that I had nothing  
14     to do with.

15          Q     And the reason as you say here, one of  
16     the main reasons you wanted them to only get  
17     quantum meruit, so they would not have funds to  
18     fuel litigation against you?

19          A     No, that is not what I said at all. I  
20     wanted their foolishness to stop, and I felt  
21     like knowing what they were doing that if it  
22     became abundantly clear to them that that is all  
23     they are going to get, then they would stop  
24     their foolishness and we could get this thing  
25     resolved and move on.



1           Q     When you say their foolishness, would  
2     that be what you are describing here on  
3     paragraph 2 on page 2 of Exhibit 7: That alone  
4     would cut off their ability to finance and  
5     publicize their BS claims against me.

6           A     No. That was a part of it.

7                 The foolishness that I was being faced  
8     with were their efforts in dealing with my  
9     children claiming that I needed to agree to  
10   undergo regular mental healthcare treatment.  
11   They were interfering with my relationship with  
12   my children and their discussions, whether they  
13   were by text or Email or by phone were subject  
14   to being discovered by the media, there is no  
15   privacy. And that threatened my efforts with  
16   respect to the ongoing representation of  
17   Nicholas Sandmann. It threatened my efforts,  
18   which they were well aware of that I had been  
19   making to try to have President Trump to give  
20   Richard Jewell the Presidential Medal of  
21   freedom. I am not sure when he asked me to meet  
22   with him, but I met with him on March 11th, so  
23   it may have been that I already had the meeting  
24   date at the time when I was writing this.

25                 I wanted this to stop.



1           Q     All right.

2           A     And I wanted it to stop because it was  
3     hurting my relationship with my children. It  
4     was threatening my efforts for Richard. It was  
5     threatening my potential efforts going forward  
6     for Nicholas Sandmann.

7                 And so having seen they are only going  
8     to pay quantum meruit, I said make it clear to  
9     them and I thought that might bring them to  
10    their senses; and also prevent them from  
11    thinking they were going to stick me with  
12    \$285,000 of their lease, their liability on the  
13    lease.

14          Q     So when you say cut off their ability  
15    to finance and publicize their claims against  
16    you, that was only one of the desires you had,  
17    and the others were to have them stop  
18    interfering or having some relationship with  
19    your children and making statements about your  
20    mental health, is that right?

21          A     No, those are your words. I told you  
22    my words.

23          Q     All right --

24          A     Hold on a second. I documented that I  
25    was right when I saw the text messages between



1       my son Matt and Taylor Wilson with respect to  
2       Dr. Phil McGraw. I know what happened with  
3       Dr. Phil McGraw. I know how the jury got  
4       rigged, and I know who was involved in it.

5           Q     So how would a lack of money prevent  
6       the Plaintiffs from talking to your children?

7           A     That we come to an agreement. If they  
8       realized they weren't going to have their big  
9       payday, which they did not earn. I bet their  
10      quantum meruit effort in the case was probably  
11      not 150,000. If they were not going to get the  
12      847 or whatever the deal was where they could  
13      pay what they owed on the lease, and then have a  
14      bonanza from the fee they didn't earn based on  
15      quantum meruit. I thought it was something that  
16      would make them realize the foolishness of their  
17      ways.

18          Q     And that would make them not contact  
19       your children or question your mental health?

20          A     Listen, I cannot -- my mental health  
21       was fine then, and they knew it; and that is why  
22       they admitted it in March.

23               I couldn't stop somebody from  
24       contacting my children, but let me say this to  
25       you, Drew, I am a nice guy. I am not an angry



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1 man; but if you mess with my children and my  
2 relationship I am hot blooded.

3 If you mess with Richard Jewell, I am  
4 hot blooded, just like I am if you mess with my  
5 puppies I am hot blooded.

6 These people were engaged in subverting  
7 my relationship with my children. Read the  
8 bible --

9 MR. BEAL: Real quickly --

10 THE WITNESS: Wait a minute. This  
11 was the threat they were making. God's  
12 commandment, honor thy father and thy  
13 mother is the only commandment that  
14 comes with a promise. Honor thy father  
15 and thy mother so that thy days can be  
16 long on this earth.

17 BY MR. BEAL:

18 Q All right --

19 A God could take them out for not  
20 honoring their mother and father. If you know  
21 God and you read the bible. They were not only  
22 threatening my relationship with my children,  
23 but other God's commandment they were putting my  
24 children at risk; so I was not happy with them.  
25 I am not happy with them now for doing it; but I



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1       forgive them. I love them. I want to move on  
2       from all the nonsense with them even today.

3           Q     So while we are talking about the  
4       commandments this also would have allowed you to  
5       pocket their \$843,000 too?

6           A     It wasn't theirs until there was an  
7       agreement.

8                   MR. HARRISON: Object to the form.

9       BY MR. BEAL:

10          Q     So you would get all the money?

11          A     If we had not -- if I had not made the  
12       deal in March -- if I had not made the deal in  
13       March, they would have had to sue me for quantum  
14       meruit, me, seeking their recovery because there  
15       was no written division.

16                   So they would have had to sue me for  
17       quantum meruit. My guess is is at best they  
18       could have maybe come up with \$150,000 in time;  
19       and then they would have gotten the \$150,000.

20          Q     So in this second paragraph you talk  
21       about that the money might be put in an escrow  
22       account pending final resolution of the disputes  
23       between you and WGW.

24                   That never happened, did it?

25          A     It didn't happen because that is not



1 what happened.

2 Q Because you took it all?

3 A I certainly -- I didn't -- I certainly  
4 was thinking that that might be a way to satisfy  
5 getting it resolved if it was done where I said  
6 I am going to leave your share in escrow.

7 Q Did Jesus tell you to take all the  
8 money?

9 A That is blasphemy.

10 MR. HARRISON: All right. We are  
11 taking a break.

12 THE WITNESS: That is blasphemy.  
13 You need to get into the bible my  
14 friend, or you are going to spend a  
15 long time in hell and eternity. How  
16 dare you make that comment about our  
17 Lord and our Savior.

18 MR. HARRISON: Lin, let's take a  
19 break.

20 THE WITNESS: Shame on you. I  
21 rebuke you.

22 MR. HARRISON: So just for the  
23 record. You are smirking and smiling  
24 there. You did it intentionally to  
25 inflame him. We are not going to sit



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1       here all day and let you do that.

2            MR. BEAL: Lin --

3            MR. HARRISON: No, no, stay on the  
4       record. This is not going to happen if  
5       you keep doing that, Drew.

6 BY MR. BEAL:

7           Q     When we talk about intentional --

8           MR. HARRISON: We are not off the  
9       video.

10          It is not going to happen.

11          Come here, let me talk to you.

12                   (Whereupon, an off-the-record  
13       discussion was held.)

14 BY MR. BEAL:

15           Q     Mr. Wood, when did you hire Alston &  
16       Byrd?

17           A     I don't have the exact date, but it is  
18       documented.

19           Q     Would the date March 3rd refresh your  
20       recollection?

21            MR. HARRISON: 2020?

22            MR. BEAL: Yes.

23            THE WITNESS: Yes, that is  
24       consistent, but I don't have the exact  
25       date.



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1           Yes, it is 2020. They got  
2         involved and you knew when they got  
3         involved because they dealt with you.  
4         I did not.

5 BY MR. BEAL:

6         Q     Right, so would it be within a day or  
7         so of having them reach to me saying that we  
8         have just been retained to represent Lin Wood?

9         A     I didn't keep up with when they reached  
10       out to you, but when they reached out to you they  
11       had been retained by me.

12        Q     Right, and that was on --

13        A     To try to bring the matter to an  
14       agreement.

15        Q     And that was on March 4th?

16           MR. HARRISON: What was on  
17       March 4th?

18           MR. BEAL: When they reached out  
19       to me. So I am trying to refresh his  
20       recollection.

21           THE WITNESS: It is what it is.  
22         It is documented when I hired them.  
23         You know when they reached out to you.  
24         You know that they dealt with you. You  
25       all negotiated the agreement, but ended



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1 up being the March 17th agreement; and  
2 that is I can tell you.

3 BY MR. BEAL:

4 Q And earlier I believe you said that  
5 Alston & Byrd told you that you needed client  
6 consent in the Lindsey settlement because of  
7 Cherie Fuzzell's involvement, is that correct?

8 A I had some issues with Rick Miller and  
9 Cherie Fuzzell, in terms of what I thought was  
10 wrongdoing out of the DaVita case, and I was  
11 exploring that.

12 Obviously I think she had referred --  
13 the Lindsey case came to me based on the --  
14 based on Rick Miller's administrative assistant,  
15 who I think was the sister of the gentleman that  
16 died. And then Rick wanted me to pay Cherie a  
17 referral fee or a split of the fee. And I was  
18 discussing that with Joey and Chris; and they  
19 said there has got to be client consent because  
20 she is a third party.

21 And I said does that apply -- I  
22 remember saying does that rule also apply to  
23 Sandmann; and they said yeah, yeah, it does. So  
24 the idea of client consent for the ethical rule  
25 was first raised with me in that context.



1 Q And would it be fair to say that you  
2 entered into the Settlement Statement on the  
3 Lindsey case before hiring Alston & Byrd?

4 A I think that is right. I think that  
5 Lindsey had settled before I hired them in terms  
6 of the agreement of the amount, yeah.

10 BY MR. BEAL:

11 Q Let me hand you what has been marked as  
12 Exhibit 8. You don't need to read the whole  
13 thing. I am only going to look at this very top  
14 part up here.

15 Does this top part appear to be an  
16 Email from you to Nikki Baker dated  
17 February 22nd at 9:20 p.m.?

18 A Yeah. It looks like I was sending  
19 Nikki the Email that I had sent to you on  
20 February 22nd.

21 Q Okay.

22           A     Wait, hold on a second. I had  
23 contemplated --

24                           MR. BEAL: Wait a second. Let me  
25                           object.

1                   THE WITNESS: I sent it to Nikki  
2                   Baker because she was at the time  
3                   thought to be who I would use to help  
4                   me with the Sandmann cases going  
5                   forward, giving Nicole and Johnathan  
6                   and Taylor no involvement.

7                   So yes, this is the Email I sent  
8                   to Nikki. I don't know what letter of  
9                   Todd's I was referring to.

10 BY MR. BEAL:

11 Q               But you do say: Todd's letter to  
12 follow?

13 A               Yes, I said it. I don't know what  
14 letter I was talking about. It may have been  
15 the letter confirming that she was going to be  
16 involved, I don't know.

17 Q               If we look back at Exhibit 7 it  
18 wouldn't be the letter that you were urging Todd  
19 to write to me saying that the Sandmann's would  
20 only consent to quantum meruit?

21 A               I do not believe that is the letter I  
22 was referring to.

23 Q               You just thought that it could be a  
24 random letter from Todd?

25 A               No, I didn't ask -- no. I had asked



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1 Todd for them to consider it. I don't think  
2 they did it. So there was no letter for me to  
3 send to Nikki along those lines.

4 I imagine it was Todd's letter -- I am  
5 guessing. I don't want to guess.

6 Q So it wasn't --

7 A He would have to -- he would have had  
8 to acknowledge the engagement of Nikki.

9 Q So Todd's letter to follow in Exhibit 8  
10 doesn't refer to the letter you asked him to  
11 write the same day in Exhibit 7?

12 A No, because I only said in Exhibit 7 I  
13 would like to ask you to consider preparing a  
14 letter.

15 Q Okay.

16 A And so no, I don't believe that would  
17 have been the letter, because there is no such  
18 letter existed.

19 (Whereupon, Plaintiff's Exhibit  
20 Number 9 was marked for  
21 identification.)

22 BY MR. BEAL:

23 Q Let me hand you Exhibit 9 and ask you  
24 if this is an Email from Todd McMurtry to me  
25 dated essentially of the same day, just later



1      that day?

2            A     Yes, I mean it is an Email that Todd  
3     sent you and copied me. I did not review it. I  
4     didn't have any approval of what he said. He  
5     said what he said to you.

6                And I wrote back and said Todd's Email  
7     to Beal is perfect because I think he was  
8     correct in what he was saying.

9            Q     And in this Email to me from  
10    Mr. McMurtry on Exhibit 9, he is stating that  
11    only quantum meruit would be paid, which is  
12    exactly what you asked him to say in Exhibit 7,  
13    is that correct?

14          A     Apparently he and his clients discussed  
15    it. They apparently told him that they would  
16    pay quantum meruit. That was consistent at the  
17    time with what I wanted them to do. You have to  
18    remember --

19          Q     So let's --

20          A     Hold on a second now. I am going to  
21    finish my answer.

22                You have to remember that this was  
23    settled at a time when the settlement would have  
24    been subject to a probate judge approving it on  
25    behalf of Nicholas. That may have obviated the



1 need for consent by Nicholas because the probate  
2 judge could give approval to whatever he wanted  
3 to do.

4 So that is the client's position. It  
5 was consistent with what I wanted them to say,  
6 because that is what I at that point wanted  
7 Nicole and Johnathan to get is quantum meruit.  
8 That is all they were ever really entitled to.

9 Q So the answer to my question was yes or  
10 no.

11 The Email that he sends on Exhibit 9 to  
12 me about quantum meruit is exactly the Email  
13 that you requested that he write in Exhibit 7,  
14 is that correct?

15 A No.

16 Q Okay.

17 A I asked them to consider. I had no  
18 authority to direct them to do anything. That  
19 was between Todd McMurtry and the Sandmann's.  
20 But remember this all predicated. These were  
21 negotiations and positions being taken prior to  
22 March the 17th, and those by the agreement of  
23 March the 17th were not even admissible.

24 The prior discussions were integrated  
25 into the written agreement of March the 17th.



1     So you are going through stuff that your clients  
2     agree all would have been integrated into the  
3     March 17th agreement. There were different  
4     positions taken before March the 17th. The  
5     final agreement was made on March the 17th.

6            Q     And nowhere in Exhibit 9 does  
7     Mr. McMurtry refer to the decision of the  
8     Sandmann's, is that correct?

9            A     Listen, it says what it says.

10          Q     Okay, on page 2 --

11          A     Hold on a second, let me look.

12               It says: I advised the Sandmann's that  
13     there may be a dispute between Lin and his  
14     former colleagues. They have authorized me to  
15     take actions necessary to protect their son's  
16     interest. To that end I wish to advise you that  
17     upon the Court's approval of the minor's  
18     settlement I will deposit the CNN settlement  
19     moneys into my firm's escrow account, distribute  
20     moneys to Nicholas Sandmann, distribute fees to  
21     my firm and pay L. Lin Wood, PC its costs and  
22     expenses. I however will not distribute moneys  
23     to your client or Lin Wood for fees absent  
24     agreement by the parties or an Order by an  
25     Kentucky Court directing me to disburse the



1 moneys in a particular manner. Further it is my  
2 opinion that the Sandmann's control the fees to  
3 be paid from CNN, and at best are obligated to  
4 pay your clients in quantum meruit for their  
5 services.

6 Absent an agreement we do not and shall  
7 not agree that any fees due to L. Lin Wood, PC  
8 be divided with any other lawyers except on a  
9 quantum meruit basis. We believe this position  
10 is consistent with our agreement with L. Lin  
11 Wood, P.C. and the law in general.

12 That is documenting discussions and  
13 decisions that Todd made with his clients. Todd  
14 I don't believe would have been directed by me  
15 to make decisions with his clients. I wouldn't  
16 have had that authority, and I don't believe he  
17 would have ceded it to me.

18 So he is telling you about what his  
19 discussions were; and it is clear that as of  
20 this date there is at least a position taken by  
21 the Sandmann's, whether you want to blame me for  
22 it or whether you want to blame Todd for it,  
23 that he gave them that advice and that is what  
24 they intended to do.

25 So that is why I didn't understand when



1    it all came up why you did not in the agreement  
2    put in a warranty of consent by me. Then I  
3    would have had to pay it whether he consented or  
4    not. But you didn't put it in there. Now you  
5    are complaining about it.

6                    MR. BEAL: Chris, we have to call  
7                    the Court. I mean this is crazy. We  
8                    are getting a 20-minute speech on  
9                    unrelated matters.

10                  THE WITNESS: It is not a  
11                  20-minute speech.

12                  MR. BEAL: I can't.

13                  MR. HARRISON: Keep going. Ask  
14                  the questions.

15                  MR. BEAL: If it doesn't get  
16                  better we will have to Court, because  
17                  it is just a filibuster.

18                  (Whereupon cross-talk occurs.)

19                  MR. HARRISON: Lin, just answer  
20                  his questions.

21                  MR. BEAL: We have either got to  
22                  get answers to questions or we have got  
23                  to get a little mini speech and that is  
24                  not fair.

25                  MR. HARRISON: Let us keep going



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1 and see what we can do here.

I understand.

3 BY MR. BEAL:

4 Q The statement at the top of page 2 of  
5 Exhibit 9 where Todd McMurtry promises to put  
6 the money in escrow absent an agreement, that  
7 didn't happen, did it?

**A** That was Todd's decision, not mine.

9 Q So what is the answer to my question?  
-0 To the best of your knowledge?

11 A To the best of my knowledge he did not  
12 do that.

13 Q And in fact you got paid, is that  
14 correct?

15 A I received the L. Lin Wood, P.C. share  
16 of the fees and the expenses.

17 (Whereupon, Plaintiff's Exhibit  
18 Number 10 was marked for  
19 identification.)

20 BY MR. BEAL:

21 Q Let me hand you Exhibit 10.

22 A Okay.

23 Q Okay. So does Exhibit 10 reflect  
24 another February 22nd Email from you to Todd  
25 McMurtry regarding division of fees in the

1      Sandmann versus CNN case?

2            A     It is a true and correct copy of the  
3     Email that I sent to Mr. McMurtry, and I think  
4     it speaks for itself.

5            Q     So then in the fourth paragraph here  
6     you state: There was no oral or written  
7     agreement between me and any of those lawyers  
8     concerning my share of my firm's fee in the CNN  
9     case.

10          A     That is true.

11          Q     Did you consider that to be a truthful  
12     statement in light of your February 17th  
13     agreement and Email confirming that agreement  
14     with Taylor Wilson?

15          A     I believe it was absolutely consistent.  
16     There was no oral or written agreement between  
17     me and any of those lawyers concerning any share  
18     of my firm's fee in the CNN case before the case  
19     settled.

20                And then the issue arose after they had  
21     themselves left any relationship with me on the  
22     14th of February; and I told you that I did have  
23     that conversation as it related to what I was  
24     willing to say at the time on dividing the fees.  
25     But there were other issues that connected into



1 payment of the fees, the main one being the  
2 issue of their responsibility under the lease.

3 Q All right.

4 A So then I put it in the hands -- I  
5 decided it is a mistake dealing with this  
6 myself -- and then I put it in the hands of Joey  
7 Burby and Chris Marquardt at Alston & Byrd.

8 At from that point on they dealt with  
9 you. You all negotiated the agreement. I  
10 intended to pay that money per the agreement,  
11 and I even asked when the issue came up, Joey  
12 Burby I believe is the one that drafted the -- I  
13 don't know if Todd drafted it or not, because I  
14 was told -- because I stayed out of it at that  
15 point. I was told --

16 MR. BEAL: Let me object.

17 MR. HARRISON: Why? He is  
18 answering the question.

19 MR. BEAL: We are going into  
20 completely unrelated --

21 THE WITNESS: You asked about this  
22 agreement.

23 MR. BEAL: I said is it consistent  
24 with what you said in February 17th.  
25 He said yes.



1               THE WITNESS: No, I did not say  
2 that.

3               MR. HARRISON: Hang on.

4               THE WITNESS: That is the problem.  
5 You are coming up with the answers. I  
6 am trying to give you my answer, and  
7 you won't let me give it to you.

8               MR. BEAL: He answered the  
9 question. He explained why he thought  
10 it was consistent and not a  
11 contradiction of the February 17th, and  
12 why that had changed.

13              MR. HARRISON: Right.

14              MR. BEAL: And we are done. But  
15 now we are going on to another speech.

16              THE WITNESS: It is not a speech.  
17 I am sorry, I will try to be more  
18 concise. But I want to be thorough. I  
19 don't want my answers to be  
20 misrepresented like they are being  
21 misrepresented even here today.

22              The point I am making is, is that  
23 I gave this to Alston & Byrd; and then  
24 they negotiated the agreement, which  
25 integrated every prior discussion or



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1 agreement into the agreement, March the  
2 17th, 2020.

3 BY MR. BEAL:

4 Q So on February 22nd before you had  
5 hired Alston & Byrd, five days after receiving  
6 the Email from Lin, you stated that there had  
7 never been an agreement -- excuse me -- with  
8 Taylor Wilson, you stated there had never been  
9 an agreement with any of those lawyers  
10 concerning any share of my firm's fee in the CNN  
11 case?

12 MR. HARRISON: Object to the form.

13 Asked and answered.

14 Hang on.

15 You are complaining about the  
16 length of his answers and you are  
17 asking the question again.

18 So you have answered it.

19 THE WITNESS: Let me try to make  
20 it clear.

21 MR. BEAL: I will move on.

22 THE WITNESS: I have the right to  
23 answer the question.

24 MR. HARRISON: But you have  
25 answered it.



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1                   THE WITNESS: But he just made a  
2                   statement that is inaccurate.

3                   The statement that I made, there  
4                   was no written or oral agreement  
5                   between me and any of those lawyers  
6                   concerning any share --

7                   MR. BEAL: I withdrew the  
8                   question.

9                   THE WITNESS: All right, the  
10                  question is withdrawn.

11                 BY MR. BEAL:

12                 Q     Let us look on page 2: I have tried to  
13                 negotiate with Taylor, Johnathan and Nicole  
14                 about a fair percentage or payment for their  
15                 efforts in relation to the CNN case. Those  
16                 efforts on my part have varied between offering  
17                 an hourly quantum meruit payment, to a demand by  
18                 them for 35 percent of my fee, to which I  
19                 confirmed to them I would pay them 50 percent of  
20                 my fee. I agreed to the outrageous payment of  
21                 50 percent only in a last ditch effort to  
22                 peacefully resolve the differences between us  
23                 and maintain a semblance of dignity and order  
24                 with respect to the separation of my law  
25                 practice from their law practices, which would



1 minimize damage to me, my family, and my  
2 clients. I should not now be coerced into  
3 paying that ransom. These people should not  
4 receive a dime above quantum meruit.

5 Did I read that right correctly?

6 A Are you talking about wasting time?  
7 You read it correctly.

8 Now may I explain?

9 Q No, I am not asking --  
10 A So I don't have the right to explain my  
11 answer? You just get to make a statement.

12 I am going to explain it. It is going  
13 to be simple. There were varying discussions  
14 prior to March the 17th, all of which were  
15 integrated into the March 17th agreement, where  
16 I said in that agreement that I was going to pay  
17 them 50 percent of the Sandmann case. I don't  
18 understand the problem.

19 Q Let us look at the fourth paragraph.  
20 The last sentence of the fourth paragraph in  
21 which you stated --

22 A Which?

23 MR. HARRISON: On page 2?

24 MR. BEAL: I am on page 2 and  
25 right there, the fourth paragraph.



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1                   THE WITNESS: I have sent you the  
2                   lease?

3                   BY MR. BEAL:

4                   Q     Yes, it is that paragraph, the third  
5                   line down.

6                   MR. HARRISON: Okay.

7                   BY MR. BEAL:

8                   Q     "I am not concerned about money. I am  
9                   only concerned about clearing my slate in order  
10                  to pursue the Sandmann litigation and the  
11                  opportunities possibly presented by my scheduled  
12                  meeting in D.C."

13                  A     Okay.

14                  Q     My question to you is, if you are not  
15                  concerned about the money, but only clearing  
16                  your slate in order to pursue other litigation  
17                  and opportunities, why did you contest paying  
18                  the amount that you had agreed to in the  
19                  preceding paragraph?

20                  A     Okay. Number 1, I didn't contest it.  
21                  I entered into the agreement on March the 17th,  
22                  and it said 50 percent would go to Wade Grunberg  
23                  and Wilson's PC's. So I didn't contest it. I  
24                  lived up to it.

25                  When I say I am not concerned about



1 money, what I mean by that is that I don't love  
2 money. The love of money is the root of all  
3 evil. I need money, but God will provide me  
4 what I need. So I don't fight over money.

5 But I wanted to get their foolishness  
6 out of the way because it was jeopardizing not  
7 only my family's relationship with me, but what  
8 I had to do going forward in the Sandmann  
9 litigation and the other cases; and the  
10 opportunities that might possibly be presented  
11 by meeting in Washington, D.C. at the Oval  
12 Office requested by President Trump. That is  
13 what I was referring to. I had a meeting on  
14 March 11 in the Oval Office at his request.

15 Q Would it be fair to say that the money  
16 was important to you because you took all of the  
17 funds?

18 MR. HARRISON: Object to the form.

19 THE WITNESS: No, I took the funds  
20 subject to the payment pursuant to the  
21 March 17th agreement. If the issue of  
22 consent had never come up, if it had  
23 proceeded to the probate judge; and he  
24 said here is where you are going to pay  
25 and who you are going to pay, I was



1       going to pay it. I even asked Nicholas  
2       to agree to it. I was actually  
3       surprised, Drew, that he did not.

4       BY MR. BEAL:

5           Q     Okay.

6           A     I was surprised that Todd didn't say to  
7       him if this is satisfactory to Lin, and he feels  
8       like it is commensurate with what they did, go  
9       ahead and agree to it. It is not your money to  
10      fight, but he didn't consent to it. It was news  
11      to me after they had the day where they were  
12      going to settle it.

13           I thought he was going to consent. I  
14      was going to be paid the money. I wanted to  
15      make sure I was covered of what they owed on the  
16      lease, and life goes on. That is why some 40,  
17      45 cases off of a line of credit. I wanted  
18      peace.

19           MR. BEAL: Object. We can't have  
20      a speech on everyone of these. Can we  
21      just answer the question?

22           MR. HARRISON: Just ask your  
23      question.

24       BY MR. BEAL:

25           Q     Look at the next paragraph, on the



1       second sentence says: While the lease -- I am  
2       not sure that "wow" isn't a typo?

3           A      I think it meant to be "while".

4           Q      "While the lease is in the name of my  
5       PC, all four of us agreed as the lease, as the  
6       tenants, as partners with my PC, we are in fact  
7       partners in an office sharing arrangement.

8                  Do you believe both of those statements  
9       to be true?

10          A      I think they are absolutely true.

11          Q      Okay.

12          A      But let me say this. I did not -- when  
13       I asked the building to take their keys, I did  
14       not look at the lease. I assumed that the lease  
15       was in the name of L. Lin Wood, P.C., and I was  
16       the one responsible.

17                  MR. BEAL: Let me object. I don't  
18       care about --

19                  THE WITNESS: You don't hear about  
20       hearing the truth, that is fine.

21 BY MR. BEAL:

22          Q      The next paragraph says: Because the  
23       lease is in the name of my PC, the building  
24       management followed my directions. That action  
25       was not justified under the actual execution of



1 the lease bar all four lawyers.

2 So of these pair of sentences here what  
3 you were getting to when you barred them from  
4 the lease, you barred them from the space, you  
5 hadn't read the lease?

6 A I think "bar" is a typo. It should  
7 have been "buy".

8 When I got the building to pull their  
9 access cards and change the locks on the door,  
10 as I thought here I thought that it was in my  
11 name, under my control. I did not go back and  
12 look at the lease. Then I did. And I saw where  
13 they were signers on the lease and responsible  
14 themselves under the lease. I called the  
15 building. I said let them back in.

16 I didn't have the right to bar them or  
17 take their keys, nor did the building; and they  
18 were in trouble because they should have known  
19 what their lease said. I tried to get them back  
20 in right away.

21 Q Let us look at the next paragraph: I  
22 need for you and Ted and Julie to state in  
23 writing that Ted and Julie do not and shall not  
24 agree that any fees due to my PC be divided with  
25 any other lawyers except on a quantum meryl --



1 and I assume you mean quantum meruit basis?

2 A That is fair.

3 Q "I am confident they have the right to  
4 control the fees. I am confident that their  
5 right to do so exceeds my right, if any, to be  
6 coerced into paying these greedy lawyers  
7 50 percent of my fee."

8 A I think I am right. I think what I  
9 said to them is exactly right. The client  
10 controls it.

11 Q So --

12 A But the point is, please, this changed;  
13 and we made a final agreement on March 17th.  
14 And you are fussing about things that went back  
15 and forth prior in time that are integrated into  
16 the March 17th lease. You wrote the March 17th  
17 agreement to which you helped draft.

18 Why are you talking about this when the  
19 issue is March 17th?

20 MR. BEAL: Chris, can I get some  
21 help here?

22 THE WITNESS: I am not doing  
23 anything that requires help.

24 Go ahead and ask your next  
25 question.



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1                   MR. HARRISON: Come on.

2       BY MR. BEAL:

3                   Q     So by February 22, 2020 you believed  
4     that client consent was essential, and you had  
5     asked Todd to intercede on your behalf to insist  
6     to have the clients insist on quantum meruit?

7                   A     I said exactly what I said in this  
8     letter.

9                   Q     Okay.

10                  A     And then the agreement was negotiated,  
11     and it was finalized on March 17th.

12                  Q     Okay. And then the last paragraph, the  
13     first sentence: Will you help me?

14                  And by that sentence you meant go to  
15     the Sandmann's and persuade them?

16                  A     I didn't mean that at all.

17                  MR. HARRISON: Object to the form.

18                  THE WITNESS: What I meant by it  
19     was that I wanted them to consider  
20     informing Jonathan, Taylor, and Nicole  
21     of their positions, but it was up to  
22     Todd to make that decision with his  
23     clients. I couldn't insist that they  
24     do anything. Todd was the lead lawyer  
25     for them.



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1                   But nonetheless, whatever I was  
2                   trying to get done at that time was  
3                   integrated into the March 17th  
4                   agreement.

5 It was not on February 17th  
6 agreement.

7 It was a March 17th agreement.

11 BY MR. BEAL:

12 Q Let me hand you what has been marked as  
13 Exhibit 11.

14 And ask you if this is your March 3rd  
15 Email to Todd McMurtry?

16 A It is. I was asking him to give me  
17 your evaluation.

18 Q So in the very first paragraph you  
19 state: I am prepared to offer WGWB's on a  
20 quantum meruit basis only for Carbone and  
21 Lindsey. Their problem on those cases is that  
22 they did not keep up with their hours and can  
23 only reconstruct them after the fact of  
24 settlement.

25 A I said that and I later changed my mind

1      in the final agreement. And you told everybody  
2      they had plenty of documentation of their time  
3      on Sandmann. We just hadn't seen it yet.

4            Q      And then the very last sentence of this  
5      Exhibit 11 you state: A legitimate argument  
6      could be made that a fair and respectful amount  
7      I should offer these people who have been  
8      practicing law for fame and fortune and  
9      conniving against their office sharing agreement  
10     partner since 2018 is quantum meruit only as to  
11     all three cases, Carbone versus CNN, Lindsey,  
12     and Sandmann versus CNN, which under the law and  
13     agreed to by my clients will be worth zero,  
14     since that cannot legitimately reconstruct their  
15     hours in any of those cases.

16            A      So what is your question?

17            Q      My question is, you were aware  
18     obviously at the time March 3, 2020 when you  
19     wrote this that the Plaintiffs did not regularly  
20     record their hours as a function of performing  
21     services for clients, is that correct?

22            A      No. They did record the time. They  
23     know they recorded to the minute in the Steve  
24     Wynn cases where they were getting paid  
25     80 percent of what they billed. Do I believe



1       that they were doing it? I had my doubts. But  
2       I didn't know. They had their own PC's. They  
3       could do whatever they wanted to do.

4           Q     So when you say they did not keep up  
5       with their hours and can only reconstruct them  
6       after the fact of settlement, you didn't believe  
7       that to be true when you wrote it?

8                   MR. HARRISON: Object to the form.

9                   THE WITNESS: As to Carbone and  
10       Lindsey, their problem on those cases,  
11       Carbone and Lindsey is that they did  
12       not keep up with their hours and can  
13       only reconstruct them after the fact of  
14       the settlement. That is what I  
15       believed to be true.

16      BY MR. BEAL:

17           Q     And then in the last sentence you  
18       reference: Carbone, Lindsey, and Sandmann vs.  
19       CNN which under the law and agreed to by my  
20       clients will be worth zero since they cannot  
21       legitimately reconstruct their hours in any of  
22       those cases.

23                   You said that --

24           A     I said that.

25           Q     -- Because you believed that they did



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1      not regularly record their time?

2            A      I didn't believe that they did, but  
3      they did keep it up in certain cases.

4            So I don't know for a fact whether they  
5      did in those cases or not. You have indicated  
6      that they did reconstruct it in Sandmann, so I  
7      was wrong on that.

8            But that was my belief at the time.

9            All of this predates my engagement -- this is  
10     March the 3rd, and this is when I realized I  
11     needed to get somebody to represent me.

12          Q      I am only asking about recording time?

13          A      And I have told you that I believed  
14     they did not, but I knew that in other instances  
15     they did. So my belief is either right or  
16     wrong.

17          Q      And you were saying here that they  
18     didn't?

19          A      I didn't believe that they did.

20          Q      Okay.

21          A      But I didn't know it, and I found out  
22     later that they did keep up with their time in  
23     Sandmann when you said they had a wealth of  
24     documentation of their time.

25          Q      Would it be fair to say that the three



1      Plaintiffs performed the majority of work on  
2      creating Pleadings and correspondence and  
3      responding to correspondence and Pleadings in  
4      the CNN versus Sandmann case?

5            A      I don't know that I can quantitate it  
6      that way.

7                Did they do what they had always done  
8      for me in terms of drafting Pleadings, doing  
9      legal research, preparing motions, they had also  
10     looked into all of the body of what was said  
11     about Nicholas, not just related to CNN; and  
12     then Todd cut that off because he got a firm to  
13     do it.

14               So they did what they did. I  
15      appreciated their efforts. I acknowledged what  
16      they did; and then we got into this dispute  
17      which I settled with them on March 17th of 2020.

18            Q      Can you name any Pleadings that you  
19      drafted completely on your own?

20            A      I wouldn't do that. I didn't -- I have  
21      been practicing law for how long. I don't go  
22      out and have not since they worked with me, I do  
23      not generate the first iteration of a Brief or a  
24      Pleading. That is what they are getting paid to  
25      do.



1                   So they would bring it to me. I would  
2 give them input, advice. I might as we say --  
3 Nicole will tell you I would Wood-ize it. I did  
4 the preparation of it initially as an Associate  
5 and a young lawyer. I didn't do it after  
6 40 years of practicing law.

7                   Q     So then all of the Pleadings that were  
8 created in the Sandmann versus CNN case were  
9 initially drafted by the Plaintiffs in this  
10 case?

11                  A     I don't know that, because I don't know  
12 if Todd did some of it. But everything that was  
13 drafted would have been under my direction and  
14 my input, because I was the one that shaped the  
15 issues for the case in how it was going to be  
16 proceeding. I had the expertise in defamation.  
17 They did not.

18                  Q     So all of the Pleadings that came out  
19 of your office would have been drafted by them  
20 at your direction and with your input, is that  
21 correct?

22                  A     No, I know one time we had a problem  
23 that came up, and I had to basically to rewrite  
24 the Brief. So I can't say all of it.

25                         But I am not trying to tell you they



1 did not do it. They did. That is why I had  
2 them engaged. If I wanted to do that, I  
3 wouldn't have needed them.

4 Q And was a large volume of work in CNN  
5 versus Sandmann --

6 A CNN and Sandmann settled quickly. So  
7 on the scale of things they could have been --  
8 that litigation could have gone on for five  
9 years. So whether it is a large volume or not  
10 is not really capable of saying it. It is what  
11 it is. They did what they did.

12 Q The --

13 A And I was going to pay them for it.

14 (Whereupon, Plaintiff's Exhibit  
15 Number 12 was marked for  
16 identification.)

17 BY MR. BEAL:

18 Q And is Exhibit 12 the March 17th  
19 Settlement Agreement that you have referenced  
20 earlier?

21 A Yes.

22 Q And does it refer to the same cases as  
23 in the February 17th agreement, Carbone,  
24 Lindsey, Sandmann, Grogan Cordoba and then add  
25 in La Liberte?



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1           A     The answer is no as you point out  
2 because it also dealt with La Liberte versus  
3 Reid. We had not settled all of the issues in  
4 the February 17th discussion.

5                 But we did settle all the issues in the  
6 March 17th final agreement that says this is the  
7 agreement and prior discussions or agreements  
8 are integrated into this agreement.

9           Q     So let us look back at Exhibit 6 and  
10 ask you to look at page 2, and see if there  
11 isn't in the middle of the page: Additionally  
12 as we discussed earlier with respect to La  
13 Liberte and Reid we agreed to split 20 percent  
14 to Lin Wood, PC and 80 percent to us.

15          A     I do see that now.

16          Q     So that was in the February  
17 agreement --

18          A     Yes.

19          Q     -- As well?

20          A     Yes, because we had to agree that  
21 Taylor was going to continue to be lead Counsel  
22 because it was his case that he took in, and he  
23 wanted to take the case. I was not the lawyer  
24 that said let's take the La Liberte case. He  
25 liked it. He wanted to take it. That is why I

1       was getting 20 percent to give input in overall  
2       strategy.

3                  But all that worked out when it worked  
4       out after we made the agreement. So I stand  
5       corrected, there had been a discussion. But it  
6       doesn't change the reality that the agreement  
7       was March 17th. And all prior discussions,  
8       agreements, et cetera were integrated into the  
9       March 17th agreement that you helped draft and  
10      they signed, and now you want to go back and  
11      litigate pre-March 17th.

12                MR. BEAL: Can I respond to his  
13       speech, and tell him why I am doing it?  
14       Or would that be another --

15                THE WITNESS: I am here to answer  
16       questions. I don't need to listen to  
17       his --

18                MR. HARRISON: Just ask your  
19       questions, please.

20                We had a conversation and I told  
21       you what would happen if we had another  
22       outburst. We will walk out the door.

23                MR. BEAL: Well, they are not  
24       outbursts.

25                MR. HARRISON: We will walk out

1       the door.

2            MR. BEAL: Okay. You can any time  
3       you want to.

4            MR. HARRISON: Yeah.

5           (Whereupon, Plaintiff's Exhibit  
6       Number 13 was marked for  
7       identification.)

8 BY MR. BEAL:

9           Q I hand you what has been marked as  
10      Exhibit 13. Does this appear to be the  
11      July 24th letter from Alston & Byrd to me  
12      refusing to make payment under the March 17th  
13      Settlement Agreement that we marked Exhibit 12?

14          A I believe it is, yes.

15          Q Okay.

16          A I am sure I got a copy at the time.  
17      That was the letter he wrote on his own to you.

18          Q And in this letter Chris Marquardt is  
19      stating that only quantum meruit will be paid  
20      exactly as you had asked Todd McMurtry to assist  
21      in reaching that agreement in Exhibits 7, 8 and  
22      9, is that correct?

23            MR. HARRISON: Object to the form.

24            THE WITNESS: No.

25            MR. HARRISON: But you can answer.



1                   THE WITNESS: No, because this was  
2                   his opinion, independent legal opinion  
3                   on what could be paid given the fact  
4                   that Nicholas did not consent, even  
5                   though I had asked him to do so. So he  
6                   is telling you he didn't consent.

7                   And now, this is what the law  
8                   says. Chris Marquardt and Alston &  
9                   Byrd are not going to tell you what I  
10                  think the law says. They are going to  
11                  tell you what Alston & Byrd has  
12                  determined the law says.

13                  So I relied on them from the time  
14                  I engaged them. I relied on them in  
15                  terms of the positions to be taken. I  
16                  wanted to make sure that I complied  
17                  with the agreement and that I complied  
18                  with the Georgia ethical rule.

19                  BY MR. BEAL:

20                  Q       When you said earlier you urged  
21                  Nicholas Sandmann to agree to a percentage  
22                  distribution, that would be the exact opposite  
23                  of what you said in Exhibits 7, 8 and 9 in your  
24                  Email's to Todd McMurtry, right?

25                  A       Yes, those predated the final

1 agreement. And so Todd prepared -- and I don't  
2 know if Todd prepared it or Joey Burby did, I  
3 don't know, I didn't prepare it -- but when the  
4 money could be distributed on his 18th birthday  
5 they gave him a statement from me recommending  
6 and asking him to agree to it.

7 I couldn't put it into his head and  
8 tell him to do it. I was surprised that he  
9 didn't.

10 (Whereupon, Plaintiff's Exhibit  
11 Number 14 was marked for  
12 identification.)

13 BY MR. BEAL:

Q Let me hand you Exhibit 14.

15 Does this appear to be the Complaint  
16 that was filed?

17           A     If you don't mind, I know your time is  
18 important to you, and it is to me too I guess;  
19 but I will sit here as long as I need to.

20                   But you want me to go through and tell  
21 you what it is. I would have to read the whole  
22 thing. What I can tell you quickly you have  
23 represented it to me as such and it shows a case  
24 filing number of March 17th of 2022, so I won't  
25 quibble with it. It is what it is.

1           Q     And this next group of exhibits are  
2     going to be a little messy, because they are  
3     Telegram messages that are many pages, but the  
4     only relevant part is on a particular page, so  
5     we are all just going to have to turn the pages.

6                   MR. HARRISON: No worries.

7                   THE WITNESS: Okay.

8   BY MR. BEAL:

9           Q     While we are waiting, it would be fair  
10   to say that on Telegram you repeatedly stated  
11   that the Plaintiffs were extortionists or had  
12   extorted you?

13          A     I wouldn't agree with that at all.

14               The way you characterize it, it sounds  
15   like all I did on Telegram was talk about them.

16               I made my statements I believe in May  
17   of 2021, when at a time that I had been taken on  
18   being Counsel to myself I was coming under  
19   fierce attack in South Carolina with their  
20   Complaint, which is exactly why I think they  
21   filed it for.

22               So I made a decision to speak out as a  
23   lawyer for myself for myself in the Court of  
24   public opinion, and I did believe at the  
25   beginning, I believed in the middle, and I



1 believed at the end that what was done in  
2 reference to the filing of this Superior Court  
3 lawsuit in September of 2020 was pure extortion.  
4 My opinion has never changed.

5 Now I said what I said on Telegram and  
6 after I said it I don't think I have gone back  
7 and said it again. I said enough. I had to  
8 defend myself from what was a very, very  
9 salacious, inappropriate, irrelevant,  
10 immaterial, personal attack on me that had no  
11 relationship to the claims for breach of  
12 contract and a fraud and inducement claim that  
13 they had waived and agreed not to file. They  
14 waived all of it. They released all their  
15 claims. There was a covenant not to sue.

16 And the next thing I know I get hit  
17 with a breach of contract in a fraud case that  
18 goes on ad nauseam to personally attack and  
19 demean me. I didn't say anything about it first  
20 in a press release that Joey and Chris helped me  
21 write. The next time I said something about it  
22 representing myself I had to speak out in the  
23 Court of public opinion in May because I was  
24 being brutally attacked for the false statements  
25 contained in their Complaint.



1           Q     Can you identify every act that you  
2 contend constituted extortion or attempts at  
3 extortion?

4           A     Honestly, I can take the time to  
5 catalog every act, but the acts are pretty  
6 simple.

7           Q     What are they?

8           A     Number one, remember the back drop. I  
9 believe there was a pattern of extortion with  
10 respect to the March 17th agreement. So they  
11 had a pattern of extorting and making claims  
12 that threatened me unrelated to the litigation  
13 with my children, Richard Jewell, the  
14 Sandmann's; and my efforts for Richard were very  
15 important to me.

16                 So I felt extorted into that agreement.  
17 Candidly I wished I had never made it; but I did  
18 what I did. I was going to live up to it.

19                 Then in September out of the blue,  
20 nobody sued me when I said extortion in the  
21 press release. When they put in their own  
22 Complaint in September and they said that I  
23 told -- it is Dexter King that they were  
24 extorting me, they put that in their Complaint.

25                 Then they put in their Complaint that I



1 told a co-Counsel of mine on one of the class  
2 action cases they were extorting me. They  
3 published my statements themselves in their  
4 Complaint.

5 So then they come up with this new  
6 lawsuit. They sue me for breach of contract. I  
7 didn't breach the contract. I asked the boy to  
8 consent. Then they sued me for fraud in the  
9 inducement -- hang on, you want to know -- now  
10 you don't want me to answer --

11 MR. BEAL: Hang on. I know, but I  
12 am getting confused. Can you list out  
13 what acts constituted your sort of --

14 THE WITNESS: I am.

15 MR. HARRISON: We have been over  
16 this. You said that you don't want him  
17 to give long answers, but you asked him  
18 the specific acts that he said  
19 constituted extortion in the context,  
20 and he has answered those --

21 MR. BEAL: I just got confused  
22 about some of the last one's because he  
23 was speaking about other people's  
24 actions. So let's go to the first  
25 one --



1                   THE WITNESS: I haven't answered  
2                   the question. This is not fair. You  
3                   want to know what I believe to be the  
4                   extortion, I am telling you.

5 BY MR. BEAL:

6                   Q      Yeah.

7                   A      I believe part of what proves the  
8                   extortion in September of 2020 is the pattern of  
9                   extortion related to the March 17th agreement.

10                  Then I am trying to tell you, and let  
11                  me go back and start again, I get a lawsuit  
12                  draft from you through Joey Burby that contains  
13                  pages of personal attacks, salacious,  
14                  irrelevant, immaterial, redundant that had  
15                  nothing to do with whether there was a breach of  
16                  contract based on consent. That had nothing to  
17                  do with even your fraud in the inducement claim,  
18                  because in the agreement all of the other claims  
19                  were released.

20                  And there was an agreement in the  
21                  March 17th agreement that they would not sue, a  
22                  covenant not to sue, except for breach of the  
23                  agreement.

24                  So you got them filing this salacious  
25                  Complaint that personally smears me. You got



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1 them suing me for something they had released.  
2 Suing me in direct derogation of the agreement  
3 of March 17th covenant not to sue, and yet they  
4 are sitting there relying on the agreement. And  
5 then they make a demand -- I am not done.

6 Then you make a demand that I pay in  
7 effect \$1.5 million, 1.25 plus another in effect  
8 280, because now you want me to pay for their  
9 share of the lease they already agreed they  
10 owed. And the claim for \$1.5 million is part of  
11 the extortion. It was totally unjustified. It  
12 cannot be documented, and you made it in a way  
13 that said agree to this and pay this, or we are  
14 going to file this lawsuit in 24 hours.

15 And then thankfully Joey was able to  
16 get you to agree to give us two or three days to  
17 figure out what to do until a Monday. Why would  
18 you put that out there and say pay me in  
19 24 hours or I am going to smear you like crazy  
20 when I file this lawsuit. That is extortion.

21 I sat there with Jonathan Burby and  
22 them, and I said look, the only real dispute is  
23 over consent. Let us take it to an arbitrator  
24 and get a ruling in final arbitration on the  
25 issue is consent required or not.



1                   No, we are not going to do that. We  
2 are going to file it. You didn't want to  
3 discuss a settlement by arbitration. You wanted  
4 to litigate it and file it publicly in my  
5 opinion and I think the facts bear it out.

6                   And then you file it, and I don't  
7 have -- I make a response and the next thing I  
8 know is I can't even respond. My response is  
9 under seal. The craziest thing I ever heard.  
10 There was no legal basis to seal the records.  
11 The legal basis that the judge used to seal the  
12 records were striking those types of allegations  
13 from the Complaint.

14                  So I believe that if you go back and  
15 look at the correspondence between you and Joey  
16 Burby and Chris Marquardt and the efforts you  
17 have made to try to explain the unexplainable in  
18 terms of how you came up with \$1.5 million, pay  
19 it in 24 hours or I am going to sue you, I think  
20 that is extortion. I thought so then, I feel so  
21 now.

22                  If I have left out a fact or two  
23 because of documents I haven't reviewed recently  
24 I will make it up at a later time, but I believe  
25 it was extortion; and I haven't heard a real



1 explanation of how anybody says it is not.

2 MR. BEAL: Can you look through  
3 there and find me Exhibit 12?

4 MR. HARRISON: Uh-huh.

5 MR. BEAL: Thanks.

6 BY MR. BEAL:

7 Q So going back to your statements, the  
8 first act of extortion you believe was a pattern  
9 of extortion surrounding the March 17th  
10 Settlement Agreement which is marked as  
11 Exhibit 12?

12 A I wouldn't call that the first act of  
13 extortion. What I called it is what I called  
14 it.

15 I thought that what they did leading up  
16 to the March 17th agreement established a  
17 pattern of extortion, because they were trying  
18 to get money that they had not earned. They  
19 were trying to coerce me into giving them more  
20 than they deserved under the threat of a  
21 continued attack in my relationship with my  
22 children, my efforts ongoing for Nicholas  
23 Sandmann, and to jeopardize my efforts to try to  
24 ask the President to give Richard Jewell the  
25 presidential Medal of Freedom.



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1                   And just generally the idea of saying  
2   these false things about my mental health, which  
3   they documented were false in the March 17th  
4   agreement, I thought that showed extortion; but  
5   I paid it, I paid it. I agreed to it. I wish I  
6   hadn't. I should have stood on my principles  
7   instead of my preference, I wanted peace. I  
8   should have stood on my principles.

9                   And then all of a sudden I am hit with  
10   your lawsuit to pay within a day 1.5 million or  
11   we are going to file this thing and smear --

12                 Q      I want to talk about March. Let's  
13   not --

14                 A      Okay, well, I have covered March.

15                 Q      Would it be fair to say that a  
16   culmination of this pattern of extortion you  
17   have identified, it culminated in the March 17th  
18   Settlement Agreement?

19                 MR. HARRISON: Object to the form.  
20                 You can answer.

21                 THE WITNESS: What I said was that  
22   when I looked at what you did in  
23   September of 2020, I recognized then as  
24   I had recognized earlier that they had  
25   extorted me into the March 17th



1       agreement, but I went ahead and made it  
2       and I felt extorted. That was my  
3       opinion then. And then all of a sudden  
4       I get extorted again.

5 BY MR. BEAL:

6       Q     So you were represented when you signed  
7       the March 17th Settlement Agreement, right?

8       A     Absolutely, Joey Burby and you  
9       negotiated it.

10      Q     And do you have a single writing that  
11       you can point to where any of the Plaintiffs  
12       threatened to take any action with regard to  
13       your children or your mental health condition?

14      A     I have already pointed you to the  
15       confirmatory text -- there is more, where it was  
16       clear that Taylor Wilson was conspiring with my  
17       son Matt Wood to have Dr. Phil McGraw conduct a  
18       mental health intervention on me, but I caught  
19       it. I caught it in time because I knew what  
20       they were up to, and I told Phil McGraw don't  
21       come out to Atlanta, Georgia and mess with my  
22       relationship with my children, because it won't  
23       end well for you; and he did not.

24           He Emailed my son and said your father  
25       is a genius, he is the finest lawyer I have ever



1       met. He can get all the facts wrong and still  
2       come up with the perfect resolution. That Email  
3       is now missing out of my system.

4                  But nevertheless put yourself in my  
5       position, I know it is hard for you to do, but  
6       try I am trying my best to get Richard Jewell a  
7       recognition that Richard Jewell deserved. I am  
8       trying my best to represent the Sandmann family.  
9       I want to do the Sandmann cases and then retire;  
10      and I am always trying to do my best to maintain  
11      a good, healthy relationship with my children;  
12      and these people are threatening all of that.  
13      If I don't give them money that they really  
14      under the law did not deserve, but I ended up  
15      making the agreement in March 17th; and then I  
16      lived up to it. Did you see how many cases I  
17      sent them? You still haven't told me how much  
18      money they made on it.

19           Q      Can I ask you if there was a  
20      specific -- if you can point to any act or  
21      threat by any of the Plaintiffs with regard to  
22      Nicholas Sandmann or Nicholas Sandmann's claims  
23      or cases?

24           A      I don't know how many Email's there  
25      were at the time. I haven't gone back and



1       looked, but the discussions leading up to  
2       ultimately the March 17th agreement would be  
3       part of what I believed to be acts of extortion  
4       until I finally agreed to it.

5                  The only thing that came up after that  
6       in terms of extortion is when you tried to  
7       extort me by telling me to pay them \$1.5 million  
8       or you are going to file this frivolous, heinous  
9       complaint against me within 24 hours. There is  
10      your document.

11               Q       Was there any threat by any of the  
12      Plaintiffs to interfere with your relationship  
13      with Richard Jewell?

14               A       They knew that I was doing my best,  
15      publicly advocate for Richard Jewell to receive  
16      the Presidential Medal of Freedom, that was  
17      well-known to them.

18                  The idea that they were out talking to  
19      people, and you don't know where it stops,  
20      suggesting that Richard Jewell's lawyer was in  
21      need of mental healthcare treatment, well I  
22      don't think President Trump would have been so  
23      fond of thinking about meeting with me to talk  
24      about Richard; but yet despite the accusations  
25      he met with me.



1           Q     But you don't have any evidence of any  
2     conversations by the Plaintiffs with any parties  
3     regarding mental health besides what you just  
4     identified as a conversation with your son Matt  
5     and --

6           A     Dr. Phil.

7           Q     -- And possibly a conversation with  
8     Dr. Phil?

9           A     I think it is more than a conversation  
10    with Dr. Phil.

11          Q     And Dr. Phil was -- had previously been  
12    your client, is that correct?

13          A     He was.

14          Q     Okay.

15          A     He is not now.

16          Q     And --

17          A     Are you going to break for lunch?

18          Q     I kind of want to power through and be  
19    done.

20          A     That is not fair to anybody. I need at  
21    least 15, 20 minutes to get a sandwich.

22                MR. HARRISON: How long do you  
23    think you have?

24                And let me offer this while you  
25    are thinking about it. Are you going



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1       to go through each Telegram statement,  
2       because you do it how you want it, but  
3       they are in the Complaint, and they are  
4       also a subject of a Request to Admit  
5       them; and he said he already sent them.

6            MR. BEAL: I am thinking of a way  
7       to cut those out altogether.

8            MR. HARRISON: I appreciate that.

9            MR. BEAL: And these copies are  
10      hard to follow, so I want to do that.

11          But we will take a break and we  
12      will talk.

13          Just let me finish up with these  
14      series of questions and take a break  
15      and see exactly how long we have and  
16      what we want to do.

17          MR. HARRISON: Yeah, here is my  
18      request, get to a good stopping point,  
19      let's see how long it will be.

20          MR. BEAL: Yes.

21          MR. HARRISON: At least get  
22      something really quick, if that is what  
23      the witness wants to do.

24          Right. So keep going.

25      BY MR. BEAL:



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1           Q     So you have referenced in prior  
2     testimony computer hacking.

3                 Do you believe that the Plaintiffs have  
4     hacked into your computers or your Email's?

5           A     I believed at the time that I learned  
6     that my computer was hacked, and it was hacked.  
7     The whole file system was out of whack. I had  
8     it investigated. It was hacked.

9                 I also believed that my phone system  
10    had been hacked. I think that was done through  
11    my Wi-Fi system in my house, so I documented the  
12    hacking.

13                 I felt like that there might have been  
14    an effort by Johnathan Taylor and/or Nicole,  
15    because she is close with Rick Miller to go in  
16    and perhaps remove certain documents that were  
17    related to Rick Miller.

18                 When I first went in I couldn't find  
19    the documents to confirm the hack. I filed a  
20    complaint with the FBI.

21                 Then we went back and I found the  
22    documents that I thought might have been hacked  
23    out, and I wrote them and apologized.

24                 But the problem is I still think now  
25    that I was wrong about what was being looked



1 for, but I was right about what was done; and I  
2 think it related to Dr. Phil McGraw.

3 Q So here is my question real  
4 specifically, do you believe the Plaintiffs  
5 hacked your computers or participated in the  
6 hacking of your computers?

7 A I have no way to know who hacked it,  
8 but I thought that they had a motivation to hack  
9 it, I still do, or to have someone hack it.

10 I know there was a day where I came in  
11 and turned on my Email, I thought it was a  
12 Sunday; and there was an Email being forwarded  
13 to Taylor, not a complete Email address, and I  
14 stopped it. And then for that day it kept  
15 trying to send it bouncing back, because when I  
16 stopped it it hadn't gotten to a full Email  
17 address. That led me to believe that may be  
18 effort for someone to mess with the Microsoft  
19 360, Johnathan is familiar with it.

20 I don't know, but I know that my  
21 computer was hacked. I know my phone was  
22 hacked, and I believe they had motivation to at  
23 least know it or be involved in it.

24 Q Did you believe --

25 A But when I found out it was not Rick



1     Miller documents, I wrote them and said I am  
2     sorry. I jumped the gun.

3                 But then I found out about confirmatory  
4     evidence on Dr. Phil; and I am convinced beyond  
5     any doubt in my mind that these lawyers to some  
6     extent were involved in the Elon Musk case to  
7     sabotage and rig the jury.

8                 Q     Okay, I want to ask that before we take  
9     a break.

10                A     Sure.

11                Q     So summing up on hacking, do you  
12    believe the Plaintiffs were involved or not  
13    involved as you sit here today?

14                A     My belief is just what I said. They  
15    had motivation to be involved. The whole  
16    Dr. Phil thing stinks.

17                Q     Do you believe that Dr. Phil was  
18    involved in computer hacking?

19                A     I don't think Dr. Phil --- I don't know  
20    if he knows how to hack a computer. But I think  
21    I know enough about Dr. Phil and what happened  
22    with Tara Trask and Chris Chatham, that I have  
23    serious concerns. I know the jury was rigged  
24    and I started to investigate it --

25                Q     Now --



1           A     And my son Matt went ballistic, because  
2     he didn't want to give me any information.

3                 MR. HARRISON: Okay.

4     BY MR. BEAL:

5           Q     So we have transitioned from hacking to  
6     jury tampering?

7           A     No.

8           Q     Or is this part of hacking?

9           A     I will tell you.

10          Q     All right.

11          A     You are asking me if I know who hacked  
12     me, I do not; but I have certain suspicions.

13          Q     All right. So --

14          A     When I said that about jury rigging, I  
15     don't know who did what, when and where; but I  
16     have certain suspicions based on facts that I am  
17     aware of.

18     BY MR. BEAL:

19          Q     All right. So and the jury tampering  
20     issue, do you believe the Plaintiffs were  
21     involved somehow in tampering with the jury or  
22     hurting your efforts in the representation of  
23     Unsworth versus Elon Musk?

24          A     You asked me two questions, let me  
25     answer it this way. There was a noticeable



1 change in Johnathan Grunberg and Taylor Wilson's  
2 treatment of me starting with the incident in  
3 October, and by November if I hadn't had them to  
4 help me, I would have thrown them out of my  
5 office on the 21st floor. I had never seen  
6 lawyers more rude, more abrasive, more  
7 condescending, telling me I didn't know what I  
8 was doing. They like changed day and night.

9 Q Okay.

10 A And so do I have concerns that that  
11 relates to perhaps them having gotten  
12 compromised to participate in sabotaging some  
13 part of the Elon Musk case? I believe it does,  
14 but I haven't taken any action yet.

15 Q Do you believe that the Plaintiffs were  
16 involved in somehow sabotaging or working  
17 against your efforts in the Unsworth versus Elon  
18 Musk case?

19 A I know they were. I know they were  
20 because they were trying to direct me to take an  
21 issue in the case that was minuscule compared to  
22 the main allegation of pedophilia that I now  
23 know that issue was interjected by the  
24 Mockingbird Media, so that we would spend time  
25 on that and not time on what the main case was



1     about; and they were adamant that I needed to go  
2     there, and it very much affected my ability to  
3     prepare the case in an orderly fashion in the  
4     manner that I thought it should be done, being  
5     the most experienced, being the lawyer in  
6     charge. And I have never let such opposition  
7     and mistreatment from every one of them, not as  
8     much Nicole. In fact, I told Nicole one day  
9     when Johnathan and Taylor were in my office and  
10    I looked at them and said I ought to sue every  
11    damn one of you about what you said about mental  
12    health.

13                 And Nicole said I never said it, and I  
14    said you are too smart to say it. And she sent  
15    me a note later when she found out about my  
16    children. And she knew how much that would hurt  
17    me. And she said I love you no matter what  
18    happens to our law firm. I will always be there  
19    for you, and I appreciate that and I believe she  
20    meant it.

21                 Q     So you believe the Plaintiffs were  
22    deliberately taking steps to sabotage or hurt  
23    your client in the Elon Musk litigation?

24                 A     I said what I said. I don't know it,  
25    but I saw it --



1 Q But you believe it?

2 A Do you want me to answer or are you  
3 going to answer it for me?

4 Q No, I am just trying to --

5 A Why don't you let me answer it.

6 Q All right.

7 A Because you don't know what you are  
8 talking about. Only I can answer that question  
9 with all due respect.

10 Q Okay. Go ahead.

11 A I have serious concerns based on the  
12 totality of the circumstances that occurred and  
13 the timing of those, I have serious concerns  
14 that somehow my son, perhaps Johnathan and  
15 Taylor perhaps were compromised and perhaps had  
16 to do things that were not in the best interest  
17 of Vernon Unsworth, although I have a lot of  
18 thoughts on the Vernon Unworth's case, which we  
19 don't need to go into today. I don't know what  
20 this has to do with extortion, but I am happy to  
21 talk to you about it.

22 Q Okay.

23 A Because I don't know what happened in  
24 the Thai cave rescue. I know a lot more now  
25 about child sex trafficking than I knew then. I



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1 know a lot more now about how caves are used in  
2 Thailand. I know a lot more now about  
3 psychological operations.

4 MR. HARRISON: What I will ask  
5 both of you to do is stick to the  
6 allegations of the Complaint. This is  
7 a defamation lawsuit, right, Drew?

8 MR. BEAL: Right.

9 BY MR. BEAL:

10 Q So when you said that you were lead  
11 Counsel in the Vernon Unworth's case?

12 A I was.

13 Q Was there a time when you asked Taylor  
14 to take over the lead Counsel role prior to  
15 trial?

16 A I don't remember it. If I was going to  
17 ask Taylor to take on lead Counsel, I wouldn't  
18 have gone. I was always lead Counsel. We had a  
19 meeting the weekend before Thanksgiving, where  
20 we had, I guess you would call it a come to  
21 Jesus meeting, because the acrimony between  
22 those lawyers and me and their disrespect and  
23 their acting like they knew everything, and I  
24 was some sort of a dummy in my case, with my  
25 experience. I couldn't understand it.



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1           We all got together at Lake Oconee at  
2       my house in Reynolds that I owned then and we  
3       had a sit down and I heard them all out; and  
4       then I made the decision here is what is going  
5       to be done. If you don't want to do it my way,  
6       then you will not need to go to Los Angeles.

7           They all said we will do it your way,  
8       so I don't think there was ever any time where I  
9       would have told Taylor Wilson to take on the  
10      role of lead trial Counsel. He hadn't had that  
11      much experience, my goodness.

12           MR. BEAL: All right. Let us make  
13       it a short break and talk about timing,  
14       and then you and I get together and  
15       make a decision.

16           MR. HARRISON: Very good.

17           (Whereupon, a short break was  
18       taken.)

19   BY MR. BEAL:

20           Q     Mr. Wood, real briefly, we talked about  
21       the Carbone and Lindsey settlement, and we saw  
22       that the Carbone settlement did not have a  
23       separate breakout for the Plaintiffs' legal  
24       fees.

25           Did you have an oral agreement with



1     David Carbone or Lindsey about the percentage of  
2     the fee that would be received by the  
3     Plaintiffs?

4           A     I did not have an agreement at that  
5     time with either one of those.

6           Q     Did you ever have -- you stated  
7     previously that you were surprised that there  
8     was no warranty in the March 17th Settlement  
9     Agreement about the Sandmann's consenting to a  
10    fee.

11               Do you remember that testimony?

12           A     Yes.

13           Q     Were you surprised by that absence, if  
14     you will, on March 17th when you signed the  
15     document?

16           A     No, it was not an issue at that time.  
17     From my perspective that agreement was  
18     negotiated by you and Alston & Byrd, so I wasn't  
19     questioning it. I trusted my lawyers.

20               And when the consent issue came to the  
21     forefront, given that you were aware from the  
22     prior statements of Todd McMurtry there was  
23     potentially a client out there saying quantum  
24     meruit, I am surprised that you did not put in a  
25     warranty of consent on my part; so that if he



1 did not consent I would still be liable for it.  
2 So I was really surprised that you did not put  
3 it in, given your knowledge that they had taken  
4 positions apparently as you pointed out that  
5 they only wanted to pay quantum meruit.

6 Q So it is your understanding if they  
7 hadn't consented, you would be responsible for  
8 it from the PC?

9 A If you had included a warranty on my  
10 part to his consent, meaning if he doesn't  
11 consent I have warranted his consent; and they  
12 could sue and recover from my PC.

13 Q I believe earlier you testified that  
14 Alston & Byrd told you about client consent with  
15 regard to the Lindsey settlement?

16 A That is my best recollection. It came  
17 up when I was talking to them about Cherie  
18 Fuzzell.

19 Q Okay. And --

20 A And they told me to apply it to  
21 Sandmann too.

22 Q Okay. And --

23 A And I am surprised both of you all  
24 didn't address the issue of consent more  
25 clearly.



1           Q     And the Lindsey settlement occurred in  
2 February of 2020.

3                 So would it be fair to say that Alston  
4 & Byrd brought that to your attention sometime  
5 early on in their representation?

6           A     They brought to my attention they were  
7 hired to help negotiate and reach an agreement  
8 with Nicole, Johnathan, and Taylor.

9                 I decided not to go back and  
10 re-litigate the issue of the amounts that I had  
11 said on the 17th I would pay.

12                 As I recall in the first part of their  
13 representation I had not reached that  
14 conclusion. But I did when it was finalized. I  
15 thought, you know, I said it, I will live up to  
16 it. Just give them the money, give them  
17 percentages.

18           Q     So did they tell you about their  
19 understanding of the requirements of client  
20 consent around the time of the Lindsey  
21 settlement?

22           A     They didn't represent me at that time,  
23 I don't believe.

24           Q     Did Alston & Byrd ever tell you that  
25 you did not owe the funds under the March 17th



1       Settlement Agreement for Sandmann versus CNN  
2       because of client consent?

3                    MR. HARRISON: Object to the form.

4                    Answer.

5                    THE WITNESS: They told you what  
6       their position was. I wasn't an expert  
7       on the ethics rules; they were in terms  
8       of fee splits. So I assumed that they  
9       knew what they were talking about, and  
10      I think they dd.

11                  And so I relied on what they told  
12      me, which is exactly what they told you  
13      I think in the letter of July 24th, if  
14      I am right, that you introduced  
15      earlier.

16      BY MR. BEAL:

17      Q      Did Alston & Byrd ever tell you that  
18      the Plaintiffs or their Counsel had committed  
19      extortion?

20      A      I didn't ask that question to them, but  
21      I had in my press statement the fact that I was  
22      not going to allow them to extort me by  
23      litigation. That press statement was edited and  
24      reviewed by Alston & Byrd.

25                  If there was a red flag, I would have



1     expected them to tell me; but I felt strongly  
2     then that it was extortion. And I feel that way  
3     now, that is my opinion.

4           Q     In earlier posts you have stated that  
5     you felt Alston & Byrd committed malpractice in  
6     their representation of you?

7           A     What post?

8           Q     Do you remember that?

9           A     Tell me what you are talking about.

10          Q     Have you ever made a statement that  
11     Alston & Byrd committed malpractice in their  
12     representation of you?

13          A     Where? Are you talking about on  
14     Telegram?

15          Q     I am saying in any public forum?

16          A     That is so broad I don't know.

17                I mean I have concerns that having been  
18     hired to negotiate a settlement on a fee split  
19     with an outside firm, that I was not informed  
20     and that it was not -- the issue of consent was  
21     not addressed at the time of agreement.

22               And I was concerned subsequently they  
23     did not file a counter-claim, but the issue is  
24     before the Court, so it is okay, that Johnathan,  
25     Nicole, Taylor breached the contract themselves



1       when they sued me for fraud and inducement,  
2       which is in breach of the agreement.

3           Q     Do you believe that as you sit here  
4       today that Alston & Byrd committed  
5       malpractice --

6                   MR. HARRISON: Objection.

7   BY MR. BEAL:

8           Q     -- In their representation of you?

9           A     I don't know what that has to do with  
10      this liable case. I have concerns in the two  
11      areas that I have mentioned; I may have more.  
12      But I have not acted on those.

13                  But I do know that if it turns out that  
14      L. Lin Wood, P.C., which is the only party that  
15      is responsible for the fee, if L. Lin Wood, P.C.  
16      is found liable, then I would look to Alston &  
17      Byrd to indemnify me, because I relied on their  
18      advice, which they told you themselves in the  
19      July or the July 24th letter.

20                  I don't want any more litigation. I  
21      have more than I can afford now, and you are all  
22      going to be litigating for nothing pretty soon,  
23      because I am having to pay attorneys' fees; and  
24      I know they are not.

25           Q     And I believe you testified -- earlier



1       you testified that one act of extortion was the  
2       demand that was made upon you in September of  
3       2020 immediately prior to the filing of suit?

4           A      That was I thought consistent with  
5       extortion, yes.

6           Q      And --

7           A      It made no sense. Why would you not --

8           Q      I just need you to --

9           A      I am going to answer the question  
10       fully.

11                  That was an act of extortion, part of  
12       the extortion because the position that you all  
13       took made no sense. You weren't looking to  
14       resolve the matter. You were looking to sue it.

15           Q      And it was the crime of extortion?

16           MR. HARRISON: Object to the form.

17           THE WITNESS: I call it extortion.

18                  Whether you refer to it as a crime, it  
19       is knowing. So I guess it would fall  
20       within the category of knowing,  
21       criminal extortion. I didn't act on it  
22       in the sense of taking it to the  
23       police. Just like --

24       BY MR. BEAL:

25           Q      Okay.



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1           A     I didn't -- I knew what had happened to  
2     me. I was going to move forward. And then when  
3     I got brutally attacked in South Carolina, I  
4     made a decision as a lawyer for myself that I  
5     needed to speak out publicly about it and so I  
6     did. And I told the truth. I gave my honest  
7     opinion.

8                   MR. BEAL: I have to object.

9                   THE WITNESS: I gave the truth and  
10        gave my honest opinion. I don't lie.

11        BY MR. BEAL:

12        Q     What is your understanding of the  
13        elements of extortion?

14        MR. HARRISON: Object to the form.  
15        You can answer.

16        THE WITNESS: I am not sitting  
17        here with a law book in front of me,  
18        but I think when you take acts that are  
19        beyond what you are entitled to, to try  
20        to get someone else coerced into doing  
21        what they are not obligated to do for  
22        you, that is extortion. It is in the  
23        dictionary. People use the term all  
24        the time.

25                   A lot of people say the lawyer is



1       extorting you. It is a commonly used  
2       term, especially when you are talking  
3       about lawyers making demands on you.

4           And this one was not just a demand  
5       to pay. If you had said here is the  
6       breach of contract claim, we demand you  
7       pay the 600-what-odd-thousand-dollars,  
8       that would not be extortion. But when  
9       you add all that other stuff in there,  
10      and you made a \$1.5 million demand; and  
11      you actually attacked my faith by  
12      putting in your Complaint that I  
13      thought I was all mighty God, what in  
14      the world were you thinking?

15     BY MR. BEAL:

16       Q     So your definition of extortion is  
17       urging someone to make a payment to you that you  
18       are not required to make?

19           MR. HARRISON: Object to the form.

20           THE WITNESS: Extortion comes in  
21       many forms. But it is when somebody  
22       inappropriately tries to exert leverage  
23       or pressure on you for their own game,  
24       that they are not entitled to.

25           So the extortion could be in the



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1 form of the money demand, it was  
2 outrageous. It can't be justified. It  
3 can be part of the fact that you are  
4 only gave me 24 hours initially to  
5 respond. What was the rush?

6 That you would refuse a reasonable  
7 request that we arbitrated privately  
8 with lawyers, binding arbitration.

9 And you added in so much stuff  
10 that was intended clearly in my mind to  
11 smear me and attack me for purposes  
12 that had nothing to do with the dispute  
13 on whether there was client consent  
14 required.

15 And other things that were done,  
16 if you say Lin, make this agreement or  
17 we are going to continue to drive a  
18 wedge between you and your children,  
19 that is extortion.

20 Lin, make this agreement or we are  
21 going to continue to talk about your  
22 mental health that might hurt you in  
23 your Sandmann litigation or hurt you in  
24 your efforts with Richard Jewell with  
25 President Trump, in my view that is



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1           extortion. That is my opinion.

2   BY MR. BEAL:

3           Q     So the September demand included  
4     payment of fees on various cases?

5           A     It included a lot more than that. In  
6     fact, nobody -- you have to explain how they  
7     came up with the fees. But on top of that --

8           Q     Can you just answer the question yes or  
9     no. Did it include that or not?

10          A     I don't know. Show it to me and I will  
11    tell you what it included.

12          Q     What was the Washington Post  
13    settlement?

14                MR. HARRISON: You are asking him  
15    the amount?

16                MR. BEAL: Yes.

17                MR. HARRISON: Is it confidential?

18                THE WITNESS: It is confidential.

19   BY MR. BEAL:

20          Q     Well, everything else is sealed in this  
21    proceeding.

22          A     Not in this case.

23          Q     But it is part of our demand so.

24          A     There is no seal order in this case.

25                MR. HARRISON: Yeah, I am not

1 aware of anything under seal in this  
2 case.

3 We have also asked for some  
4 financial information and information  
5 on referrals and fees earned so -- but  
6 beside that I don't know if it is  
7 confidential or not.

8 And you say it is then --

9 THE WITNESS: Oh yeah, it is  
10 confidential but I don't mind telling  
11 you at some point, but I want to make  
12 sure I don't violate the agreement.

13 MR. BEAL: Why don't we go off the  
14 record.

15 THE WITNESS: That would require  
16 that I get in touch with Todd McMurtry  
17 to make sure he is okay with me telling  
18 it. I mean it is not -- I don't mind  
19 you knowing, but it is not something I  
20 am allowed to say without some  
21 protection in terms of ensuring that I  
22 don't breach the agreement with  
23 Nicholas and Todd may.

24 MR. HARRISON: I am happy to  
25 discuss it with you to see if we find a



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1 way to get it to you somehow; but I  
2 don't know the answer other than what  
3 he said.

4 (Whereupon, Plaintiff's Exhibit  
5 Number 15 was marked for  
6 identification.)

7 BY MR. BEAL:

8 Q Let me hand you what has been marked as  
9 Exhibit 15.

10 Does this look like the first page, and  
11 then it skips to the Ad Damnum clause of the  
12 Sandmann lawsuit filed in the Eastern District  
13 of Kentucky?

14 MR. HARRISON: Just for the  
15 record, it is page 1 of the Complaint,  
16 and then it goes to page 57.

17 MR. BEAL: Correct, and 58.

18 MR. HARRISON: And 58, okay.

19                           THE WITNESS: What do you want me  
20                           to tell you? It looks like it. It is  
21                           marked filed.

22 BY MR. BEAL:

23 Q Let us look over at page 57.

24 A Okay.

25 Q And in paragraph (a) and (b) of the

1       Sandmann Ad Damnum clause, did you make a demand  
2       for \$275 million?

3           A     That is what it says right here.

4           Q     Did you consider that to be extortion?

5           MR. HARRISON: Object to the form.

6           THE WITNESS: That is the way  
7       lawyers file lawsuits. The Ad Damnum  
8       can be related to what you want to  
9       recover. It can be made to make a  
10      point to the person that is looking at  
11      the Complaint.

12           There is no connection between the  
13       Ad Damnum and a legitimate lawsuit and  
14       extortion. Now, I can tell you CNN  
15       might have looked at it and said that  
16       is extortion. Sandmann is trying to  
17       extort me. That would be their  
18       opinion. They may view it that way. I  
19       didn't view it as extortion, but CNN  
20       very well could have.

21           (Whereupon, Plaintiff's Exhibit  
22           Number 16 was marked for  
23           identification.)

24      BY MR. BEAL:

25           Q     Let me hand you the same three-page



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1     Exhibit for the Washington Post Complaint  
2     against Sandmann and direct your attention to  
3     page 37 of that Complaint, and that is paragraph  
4     (a) and paragraph (b) on page 38; and in that  
5     Complaint did you assert a claim for \$250  
6     million?

7            A     I did not. Nicholas Sandmann did.

8            Q     But you didn't consider that to be  
9     extortion?

10          A     No.

11          Q     For the same reason?

12          A     Well, let me answer. Once again, Ad  
13     Damnum's in Complaints are done by lawyers in  
14     connection with a case that is pending, to be  
15     pending.

16                I did not put in something -- I have  
17     never filed a lawsuit to extort someone. I  
18     filed a lawsuit when I thought it was  
19     meritorious. Then I make a decision on what I  
20     believe is the proper Ad Damnum. Again, the  
21     Washington Post may think it is extortion. Just  
22     like President Trump recently said that he  
23     settled the horse face Daniels case, but it was  
24     extortion, extortion litigation; but he settled  
25     it for a nominal amount on his advice of



1       Counsel.

2                  People feel extorted in different ways.  
3       I have told you why I felt extorted in the two  
4       instances, one that showed the pattern; and two,  
5       that I thought was extortion.

6                  And nobody complained when I put  
7       extortion in my public statement that I issued  
8       right after the lawsuit was filed. They put in  
9       the public record that I had said extortion to  
10      Dexter King and another lawyer. They spread the  
11      accusation or my opinion of extortion around the  
12      world, and they complained that I made a comment  
13      about it on Telegram, where you don't really  
14      know how many people see it.

15                MR. BEAL: Let me object. I mean  
16                it is a simple question of it wasn't  
17                extortion for the same reason as what  
18                he just described.

19                MR. HARRISON: Okay. Keep moving.

20      BY MR. BEAL:

21      Q     And it would be fair to say that when  
22       making demands in cases that involve punitive  
23       damages or presumed damages or exemplary damages  
24       that demands are difficult to quantify, because  
25       they are not tied to actual, specific damage



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1 computation?

2 MR. HARRISON: Object to the form.

3 THE WITNESS: There is no way I  
4 can agree with that. That is not what  
5 you did here. You are trying to say  
6 that you were making a demand for a  
7 lawsuit you intended to file. That is  
8 just one small part of what you did  
9 with them.

10 MR. BEAL: Let me object as  
11 nonresponsive.

12 THE WITNESS: If you don't want to  
13 find out what I am going to say. This  
14 is the time to find out.

15 BY MR. BEAL:

16 Q I am asking you about demands made in a  
17 lawsuit.

18 A I don't agree with you. The way you  
19 phrase that you are trying to say that any  
20 demand in a lawsuit cannot be extortion. That  
21 is not true, because there was more to this than  
22 just the demand. You were asking for something  
23 in the demand that you had already agreed that  
24 you owed in the breach of contract portion; and  
25 you were asking for undefined amounts for some



1 cases. You were claiming you wanted to be paid  
2 for defamation, which I guess was --

3 MR. BEAL: What does this got to  
4 do with this?

5 THE WITNESS: I am trying to tell  
6 you why --

7 MR. HARRISON: He is trying to  
8 answer the question.

9 MR. BEAL: He is not answering the  
10 question.

11 THE WITNESS: I am not going to  
12 sit here and be insulted by this man.

13 (Whereupon, a discussion was  
14 held off the record.)

15 MR. BEAL: The ruler is coming out  
16 for both of us.

17 MR. HARRISON: Yeah.

18 MR. BEAL: And I simply asked  
19 about computation of damages in other  
20 lawsuits, and I got a right to get an  
21 answer. He has practiced law for a  
22 long time. He has made a lot of  
23 demands. I don't want to get into  
24 this. We will get into this on the  
25 next set of questions.



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1               But I am talking about demands  
2               made in general on cases that involve  
3               exemplary or punitive damages, and now  
4               we are going into a bunch of specifics.

5               THE WITNESS: Let me --

6               MR. HARRISON: Hang on.

7               THE WITNESS: That doesn't -- what  
8               you are asking about does not describe  
9               the facts of this case. So I don't  
10              agree with you, that the demand was a  
11              part of extortion.

12              MR. HARRISON: That is the answer  
13              that he gave, and he is giving it  
14              again.

15              Next question.

16 BY MR. BEAL:

17 Q           So in other cases when you made these  
18 demands in Exhibits 15 and 16 they weren't  
19 extortion, because the amount of damages is  
20 based on punitive damages and injury to feelings  
21 and they are difficult to quantify?

22 A           Who said that?

23 Q           Is that a fair statement?

24 A           No.

25 Q           Okay. So you can --



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1       A     I didn't extort anybody when I filed  
2     this lawsuit.

3       Q     Because you can exactly compute the  
4     \$275 million?

5       A     That is not at all accurate. Where are  
6     you getting that from? You are making up  
7     something that is not part of what I am doing  
8     here in terms of what happened to me.

9       Q     Why did you make the demand of  
10    \$275 million?

11      A     In what case?

12      Q     In the Sandmann case, Exhibit 15?

13            MR. HARRISON: CNN.

14           THE WITNESS: Because it was the  
15     consensus of the clients and Todd  
16     McMurtry and me that that was an  
17     appropriate Ad Damnum. It wasn't a  
18     demand to pay us \$275 million or we are  
19     going to sue you. And in the process  
20     of making that demand for \$275 million,  
21     we are also going to slander you and  
22     put in false allegations about you and  
23     file claims that have already been  
24     agreed to.

25           I mean it is a whole different set

1       of factors that go in. But again, CNN  
2       may look at it and go this is  
3       extortion. People say it all the time  
4       when a lawyer sues them. So you are  
5       trying to compare apples and oranges,  
6       Drew.

7       BY MR. BEAL:

8           Q     So the answer to my question is 15 and  
9       16 were fair demands to go in the Complaint?

10          A     They were.

11          Q     They were fair demands for Nicholas'  
12       case in these Complaints?

13          A     They were in the Ad Damnum clause.  
14       They weren't demands pay us this or we are going  
15       to smear you and do all --

16              MR. BEAL: I am going to object.

17              It is completely nonresponsive.

18              MR. HARRISON: It is not at all  
19       true. I disagree.

20              MR. BEAL: I want an answer to the  
21       question I asked.

22              MR. HARRISON: He is trying to  
23       answer your question.

24              MR. BEAL: The demands made in  
25       Exhibits 15 and 16 were in his

1       opinion -- in your opinion fair demands  
2       to make in those lawsuits and that is  
3       why you made them?

4                 THE WITNESS: One more time. Todd  
5       McMurtry and the clients, and I made  
6       the decision on the amount of the Ad  
7       Damnum clause in a Complaint. That  
8       wasn't a settlement demand. And  
9       then -- but even then CNN -- we thought  
10      it was a reasonable amount to put in  
11      the Ad Damnum clause.

12                MR. BEAL: Okay.

13                THE WITNESS: And then CNN could  
14       turn around and go out public and say  
15       we think that is extortion by the  
16       Sandmann's. They had the right to have  
17       that opinion. Whether they had it or  
18       not, I don't know. But a lot of people  
19       feel extorted by lawsuits.

20                But my case is not a -- my  
21       comments about Taylor, Jonathan, and  
22       Nicole were much more than the actual  
23       lawsuit that it was. It came with the  
24       timing of things you did, the things  
25       you put in there. There was a whole



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1       host of things given the background of  
2       the March 17th agreement that in my  
3       opinion I believed was extortion. I am  
4       entitled to have that opinion. It is  
5       an honest opinion. I haven't changed  
6       it. I am not going to change it.

7                    MR. BEAL: Object and move to  
8                    strike.

9                    That is nonresponsive.

10                  MR. HARRISON: I don't agree with  
11                you. You have done this all day long  
12                where you try to talk over him and stop  
13                him. He gave his answer. He is  
14                entitled to it. You have asked the  
15                same question over and over a couple of  
16                times today.

17       BY MR. BEAL:

18                  Q      Let me ask you this --

19                  MR. HARRISON: I am not finished.

20                  MR. BEAL: Please, this whole  
21                thing has been a filibuster.

22                  MR. HARRISON: Now you are  
23                interrupting me. Ask you question, get  
24                your answer and ask your next question.

25                  MR. BEAL: Please don't --



1                   MR. HARRISON:  Quit interrupting  
2                   him and quit trying to lecture me.

3                   MR. BEAL:  Please, there is no  
4                   answer to any of these questions.

5                   MR. HARRISON:  Not true.

6                   Ask a question.

7 BY MR. BEAL:

8                   Q     If the Washington Post had not answered  
9                   this Complaint on time, they would have  
10                  hypothetically gone into default. Assume that.  
11                  They went into default.                           What  
12                  amount would they be responsible for if they  
13                  went into default in light of this Complaint?

14                  A     They would have been responsible -- if  
15                  you default on the Complaint, then there has to  
16                  be a hearing for the Court to determine based on  
17                  evidence the amount to be paid. It does not  
18                  default to the Ad Damnum. If that were true I  
19                  would sue for \$10 million and hope that the  
20                  person didn't answer and you get award for \$10  
21                  million.

22                  The point I am trying to make, which  
23                  you won't let me make, what you are trying to  
24                  say about an Ad Damnum in a Complaint is apples  
25                  and orange from what the facts are in this case



1 and what you and your clients attempted to do.

2 Q Let us direct your attention back to  
3 March 17th on what you contend was a pattern of  
4 extortion; and I am just going to ask you to  
5 identify specifically the facts that you  
6 contend; and I believe you referenced in general  
7 terms communications with your children and some  
8 complaints about mental health.

9 But I am asking you to identify  
10 specifically what actions the Plaintiffs took  
11 leading up to the March 17th Settlement  
12 Agreement, the specific acts which constituted  
13 extortion?

14 MR. HARRISON: So to be clear we  
15 have covered this, but you are asking  
16 him to answer it again?

17 MR. BEAL: Yes, I am asking for  
18 the specific acts. I just need a list  
19 of them.

20 MR. HARRISON: And you are going  
21 to let him give an answer?

22 MR. BEAL: I am all set.

23 MR. HARRISON: Okay.

24 THE WITNESS: Well, number 1, I  
25 have answered this question.



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1 BY MR. BEAL:

2 Q Right.

3 A So I refer you and I would incorporate  
4 the answer I previously gave you into what I say  
5 now.

6 Q Okay.

7 A Which will be in addition potentially.

8 It is not a matter of acts. It is not  
9 you act to extort. You can say something. You  
10 can take a position. I know here that Johnathan  
11 I believe was involved with Dr. Phil; certainly  
12 Taylor Wilson was in trying to have Dr. Phil  
13 come in and do a mental health intervention.

14 I remember Matt wrote him and said we  
15 have got too much to lose without Dr. Phil, what  
16 did they have to lose? They never even dealt  
17 with Dr. Phil. I know what Dr. Phil was doing,  
18 and they were involved in it, at least Taylor  
19 was. And Johnathan was going around telling me  
20 and my children confirming that somehow I needed  
21 to go into regular mental healthcare, monthly  
22 treatment. Johnathan even said you need to be  
23 on Lithium. I ain't getting on Lithium. There  
24 are people who need it.

25 And my son said the same thing a month



1 before, Lithium. It was a concerted effort to  
2 try to attack me on my mental health. It is a  
3 classic psychological operation. The State Bar  
4 was part of it later. I am sorry my children  
5 were involved. I think I know how they got  
6 involved. Time will tell.

7           But that was one part of it. You got a  
8 guy that is in your law office, I don't know who  
9 else he is saying it to; but he is questioning  
10 my mental health, where I have got clients, I  
11 have got Richard Jewell and I have got my family  
12 involved. What is he doing that for?

13           It was I said a pattern of extortion,  
14 because I am sitting there going well, am I  
15 going to shut this guy up by just getting rid of  
16 him and paying him, or I am not going to let him  
17 go our and continue doing this, have it get  
18 worse, and have it impact my family more than it  
19 already has, and my clients more than it already  
20 has. I got five by Nicholas Sandmann, and then  
21 obviously hopefully down the road when things  
22 get right in this country, and I believe they  
23 will in due time. Then I will be able to renew  
24 my efforts with President Trump to get Richard  
25 Jewell the Presidential Medal of Freedom.



1           Q     So the first category of actions that  
2     you referred to efforts is Johnathan and Taylor  
3     contacting Dr. Phil seeking an intervention or  
4     discussion about your mental health?

5           A     I didn't say they contacted Dr. Phil  
6     for that purpose. I know now that it is  
7     documented that they were talking to Dr. Phil.

8           Q     But at the time you didn't know --

9           A     It was enough that just running around  
10    saying it, period. They had no right to say it.  
11    They had no medical training. They had no  
12    psychological training. They were just making  
13    it up and accusing me of something that was not  
14    true, which they admitted in March 17th was not  
15    true when they said I was mentally competent in  
16    all respects.

17          Q     Who were they saying it to that you are  
18    aware of?

19          A     I don't know. I know they were saying  
20    it to my children. I know they were saying it  
21    to each other. I know they were saying it to  
22    me. I know that probably other people heard it.

23                 I don't know who else they said it to.

24          Q     How did you know they were saying it to  
25    your kids?



1       A     Because they told me. Johnathan and  
2     Taylor told me they talked to them. There was  
3     this big powwow where they were all concerned  
4     about me. It was nonsense. They were making it  
5     up out of whole cloth.

6              It is a typical psychological operation  
7     to attack the target by attacking their mental  
8     health. Study psychological operations.

9              It just didn't work because my mental  
10    health is fine.

11       Q     Okay.

12              Next, action, words, or series of  
13    actions that constituted extortion by the  
14    Plaintiffs leading up to this March 17th  
15    agreement besides that whole category, is there  
16    anything else?

17       A     I have told you everything in my first  
18    time I answered it. I think I have added some  
19    more specifics in.

20              It is just this simple, they were  
21    threatening my family with their comments. They  
22    were threatening my clients with their comments.  
23    They were threatening Richard Jewell with their  
24    comments; and their comments were fake. It was  
25    false. They have admitted that themselves in



1       the March 17th Settlement Agreement.

2                 And I think they were doing it to try  
3       to pressure me into paying them more than they  
4       deserved in a situation where they had made the  
5       mistake of not getting an agreement on the fee  
6       division before the Sandmann case settled.

7       Historically we always did. So I think they  
8       were doing it to extort me, to force me to pay  
9       them more than they deserve.

10               I gave in. I agreed to it in March  
11       17th.

12               Q      Okay, all right.

13               A      And then Nicholas doesn't consent and  
14       you saw the letter from --

15               Q      Okay.

16               A      From Chris Marquardt. And then the  
17       next thing I know you send me this Complaint.

18               Q      Now, we are getting onto something  
19       else.

20               A      You send me this Complaint. Shame on  
21       you.

22               Q      We are talking about March 17.

23               A      Questioning my faith in my children.  
24       It is extortion.

25               Q      And how do you know that the Plaintiffs



1       were speaking to your clients about mental  
2       health issues?

3                    MR. HARRISON: Object to the form.

4       I don't think he said that.

5                    MR. BEAL: I thought you said  
6       saying it to me, saying it to my  
7       clients.

8                    THE WITNESS: They were saying it  
9       to me.

10      BY MR. BEAL:

11           Q     Okay.

12           A     They were saying it to my children.

13           Q     Okay.

14           A     I don't know who else they were saying  
15       it to.

16           Q     Okay.

17           A     But I have got concerns they may be  
18       saying to it other people, or what they were  
19       saying to the people they did say it to. It  
20       could be leaked out into the public discussion.  
21       I mean there is no privacy. Everything you say  
22       on your phone, your Email's, and your texts is  
23       captured in the air. So you don't know who is  
24       going to get it, and what they are going to do  
25       with it.



1                   So you don't make baseless accusations  
2       about somebody, because you don't know who is  
3       going to get it and how they may try to use it  
4       to hurt you. Study about cell phones and  
5       Email's and texts, and how they are in the air  
6       and they capture it, Palentir.

7                   They shouldn't have been doing it, that  
8       is my point.

9                   (Whereupon, Plaintiff's Exhibit  
10                  Number 17 was marked for  
11                  identification.)

12          BY MR. BEAL:

13          Q      Let me hand you what I will purport to  
14       you was the Answer that you filed in this case,  
15       which is Exhibit 17.

16          A      I will accept your representation. It  
17       is marked.

18          Q      And can you grab the Complaint?

19                  MR. HARRISON: 14?

20                  MR. BEAL: Which is 14.

21          BY MR. BEAL:

22          Q      And if you turn over to your Answer  
23       number 36.

24                  MR. HARRISON: The Answer is 17,  
25       is that right?



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1                   MR. BEAL: Yes.

2                   THE WITNESS: So you want me to  
3                   look at paragraph 36.

4                   BY MR. BEAL:

5                   Q     Can you explain the basis for your  
6                   denial in paragraph 36. And I will read to you  
7                   the averment in paragraph 36.

8                   A     Hold on. Let me have a chance to make  
9                   sure I understand it.

10                  MR. HARRISON: While he is reading  
11                  it to the extent that any decisions  
12                  about responses or denials were made by  
13                  Counsel.

14                  THE WITNESS: Well, I can tell you  
15                  they hadn't offered any concession on  
16                  the amounts previously agreed on  
17                  February 17th. They had no agreement.  
18                  They had no leverage. They didn't get  
19                  a written agreement. They were  
20                  literally at my mercy. I could have  
21                  said you are only going to get quantum  
22                  meruit, good luck.

23                  But I made the deal in terms of  
24                  coming to an agreement as to the  
25                  amounts for all other things to be



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1       resolved, which ultimately was done by  
2       Birdie and Mark Watt and you, and that  
3       was the March 17th agreement.

4       BY MR. BEAL:

5           Q     So the basis of the denial in paragraph  
6       36 was you didn't believe that there had been an  
7       agreement reached on February 17th regarding  
8       splitting the fees?

9           A     That is not what I said at all. You  
10      are not listening.

11          Q     Okay.

12          A     I said that it looks like here that  
13      during the conversation Plaintiffs offered  
14      concessions on the amounts previously agreed.  
15      Where was the previous agreement? And what  
16      concessions did they offer? I know of none.  
17      They had nothing to offer me. They could either  
18      get me to agree, and I think they extorted me  
19      into it to pay them what they had not gotten an  
20      agreement on, after the fact; or they could get  
21      quantum meruit. They had nothing to concede.

22               It is like they are claiming they had a  
23      right to a fee that they did not have a right  
24      to. They had a right to quantum meruit, because  
25      they did not get a written agreement on how to



1       split up a contingency; and then they wanted  
2       35 percent. 35 percent.

3                   Well, if I know what the case is  
4       settled for, it is nice to be able to settle, I  
5       will take 35 percent of that. It might not have  
6       been that much if we had reached it before. It  
7       was not their fault any more than it was mine  
8       that the Sandmann case for some reason was an  
9       exception to the rule that had always been in  
10      place. We always confirmed at the time they got  
11      involved what their respective corporations  
12      would receive on a contingency fee split. That  
13      didn't happen in Sandmann.

14                  And then their demand came after the  
15      case had settled, and it came after two or three  
16      very trying months where these people treated me  
17      horribly.

18                  Q     Okay.

19                  A     I was not happy with them. But I would  
20      have paid them quantum meruit.

21                  MR. BEAL: I am going to object.

22                  THE WITNESS: They just kept  
23      trying to get more money.

24      BY MR. BEAL:

25                  Q     Paragraph 37, can you explain the basis



1 for your denial there?

2 A Well, I am telling you what I do. I  
3 can't speak for my lawyer.

4 MR. HARRISON: The same statement  
5 as before, Drew. I don't know if you  
6 want me to keep repeating it.

7 MR. BEAL: You don't have to.

8 THE WITNESS: You want me to read  
9 38?

10 BY MR. BEAL:

11 Q 37.

12 A To the extent that we had that  
13 conversation, Taylor sent me an Email to  
14 document it. And I told you that I was also  
15 trying to ferret out what these people were  
16 really up to. Were they really looking for  
17 fairness, or were they looking to take advantage  
18 of my largesse. That is why I said what do you  
19 think is fair? 35 percent. I said I will give  
20 you 50, is that fair? Yeah, that is fair; which  
21 shows that is what was fair to them was as much  
22 as they could get.

23 Q Okay.

24 A So I said that I documented the  
25 discussions we had, Taylor did it. But the



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1       agreement was not complete until March the 17th.  
2       Yeah, March the 17th. We had other issues to be  
3       resolved; but I lived up to the percentages that  
4       we discussed on the 17th in the March 17th  
5       agreement.

6           Q     So let me direct your attention back to  
7       paragraph 35 of the Complaint.

8           A     Okay.

9           Q     And so paragraph 35 says: On  
10      February 17th shortly following these threats  
11      the parties reached an agreement for the  
12      allocation of all fees earned, but not yet  
13      collected by LLW, PC on those cases which had  
14      already resolved.

15          A     Yes, they had resolved.

16          Q     And then on paragraph 36 says that the  
17      parties reached an agreement, which you denied?

18          A     I did not.

19          Q     Paragraph 37 says: The parties  
20      subsequently documented their agreement via  
21      Email.

22               And my question to you is why did you  
23      deny that paragraph? Didn't we --

24          A     Which one is it you want me to --

25          Q     37.



1       A     First it was 35. Which one do you want  
2     me to look at? 37? The parties subsequently  
3     documented their agreement via Email, the  
4     February 17th agreement. And that was denied.

5              Because that was not the agreement, and  
6     if we just simply admit that then you will be  
7     going the agreement was February 17th. That is  
8     not the agreement. There were other issues that  
9     had to be resolved, including the very  
10    significant issue of their liability for 3/4th's  
11    of the office space.

12             So you are trying to make that the  
13    agreement. The agreement was March 17th, and  
14    the March 17th agreement had an integration  
15    clause, that all prior agreements, all prior  
16    discussions merged into the March 17th  
17    agreement, which was the governing agreement,  
18    which you don't want to be governed by.

19       Q     On paragraph 35 it defines what we are  
20    talking about, which is an agreement for the  
21    allocation of all fees earned, but not yet  
22    collected by L. Lin Wood, P.C. on those cases,  
23    which had already resolved --

24       A     I --

25       Q     Can I finish my question?

1           A     Yeah, but you are just beating the same  
2     horse. I thought you are in a hurry to get the  
3     testimony.

4           Q     That paragraph does not refer to any  
5     other agreements about rent or anything. It  
6     only talks about allocation of fees on a series  
7     of cases; and you have denied that subsequently  
8     saying no, that is not true.

9           A     I didn't say that.

10                 Listen, I think you have been  
11     practicing law long enough to know that your  
12     lawyer makes a decision in admitting and denying  
13     very carefully, because you don't want to over  
14     admit; and if there is some concern about it,  
15     you will deny and hold you to the proof. Chris  
16     prepared the Answer. I went through it with  
17     him.

18                 The decision was his to make ultimately  
19     on how to respond. I have not denied that there  
20     was an allocation agreement, although I was  
21     getting really to let them litigate it with me;  
22     but then I decided not to and put those amounts  
23     in the agreement. So the allocation that we  
24     discussed, and Taylor confirmed in his Email of  
25     February 17th, all of which was done after they



1 had left the office. They were no longer my  
2 office sharing partner. It was in the  
3 March 17th agreement. What is the problem?

4 Q Okay, look over at paragraph 41.

5 A I see you want to go through the  
6 Complaint. Okay, paragraph 41.

7 Q Paragraph 41 and explain --

8 A It says just what I said.

9 Q And March 17, 2020 after negotiations  
10 by lawyers for each side the parties executed a  
11 formal written Settlement Agreement, the  
12 March 17th agreement, in which they agreed to  
13 the exact same fee split set forth in the  
14 February 17th agreement; but Plaintiffs agreed  
15 to contribute \$285,000 from the fees owed to  
16 them to buy out a portion of LLW, PC's lease,  
17 among other things.

18 A I deny it.

19 Q Right. And --

20 A They were not buying out a portion of  
21 my lease. They were paying their share of their  
22 lease. And you talked to the lawyer. You know  
23 the lawyer for the landlord, he said they owe  
24 75 percent.

25 Q And so that was the basis for your



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1 denial?

2 A The way you worded this, it was not --  
3 and I am assuming Chris made the decision, but I  
4 am sure I would have looked over and my reaction  
5 to it looking here is it does not correctly  
6 address the \$285,000.

7 Q Okay. Can you --

8 A They weren't buying out a portion of my  
9 lease. They were paying their share of the  
10 lease.

11 Q Can you look at paragraph 44.

12 Take a look at that paragraph and  
13 explain your denial on that one.

14 A I am not really sure I understand what  
15 44 is saying. In late July 2020 the initial  
16 payments -- no, they weren't due then. The  
17 initial payments under the other cases, those  
18 payments were due. But they weren't due in  
19 terms of actually paying them until I was able  
20 to get the \$285,000.

21 Their share of the Carbone case and the  
22 Lindsey case did not -- did not total at -- it  
23 was not the 285,000. So they weren't going to  
24 be due any payment until -- they were due the  
25 payments from those people, but I was holding it



1       to pay their share of the lease. So maybe that  
2       is why it is denied. I mean it is hard to come  
3       back here today and tell you what is admitted or  
4       denied, but it seems to be an exercise of waste  
5       of time.

6                    MR. HARRISON: I can tell you why  
7       it is denied, if you want me to, or I  
8       won't.

9       BY MR. BEAL:

10       Q      Did you have an opportunity --  
11                  THE WITNESS: Do you mind telling  
12       him so I can hear it? You prepared the  
13       Answer.

14       BY MR. BEAL:

15       Q      Did you have a chance to look over this  
16       document before you filed it?

17       A      Let's take a break. I want to find out  
18       what my lawyer wants to tell you that you don't  
19       want to hear and then I will tell you.

20       Q      No, no, no. There is a question on the  
21       table. You have to answer the question.

22                  MR. HARRISON: One question, did  
23       you get a chance to review this before  
24       we filed it?

25                  THE WITNESS: Absolutely. I



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1       looked at it with you, Chris. He is a  
2       good lawyer.

3       BY MR. BEAL:

4           Q     Good, so let's look at paragraph 46.

5           A     Now I want to take a break and confer  
6       with my Counsel, so he can tell me what you  
7       don't want to hear and I will tell it to myself.

8                  MR. BEAL: I will object to you  
9       leaving the room under the  
10      circumstances.

11               THE WITNESS: You are not the  
12      Judge.

13               MR. HARRISON: Well, I am offering  
14      to clarify the reason for the denial if  
15      you want to in the Answer --

16               MR. BEAL: Okay, well, you can  
17      clarify it. Go for it, please.

18               MR. HARRISON: It says Defendant  
19      Wood and LLW, PC, I don't think that is  
20      correct.

21               THE WITNESS: Thank you, that  
22      refreshes me.

23               So if you don't mind, Chris.

24               MR. HARRISON: Hang on a second.

25               (Whereupon, an off-the-record

1                          discussion was held.)

2                          MR. HARRISON: Do you want to ask  
3                          a question or do you want to make a  
4                          statement?

5                          MR. BEAL: You can make your  
6                          statement.

7                          MR. HARRISON: I believe it was  
8                          denied because it says came due from  
9                          Defendant Wood and LLW, PC. I don't  
10                        think that is correct as to who it was  
11                        coming due from --

12                        MR. BEAL: Only from the PC?

13                        MR. HARRISON: Yes.

14                        MR. BEAL: Got it.

15                        MR. HARRISON: Yes.

16                        MR. BEAL: Okay, thank you.

17                        THE WITNESS: Lin Wood  
18                        individually does not owe them a dime  
19                        on the fee.

20                        MR. HARRISON: Right, we got it.

21                        THE WITNESS: It is PC only.

22 BY MR. BEAL:

23 Q Let us look at paragraph 46. Let us  
24 take a second to read that.

25 A Okay, I have read it.



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1           Q     And is it true that the statement there  
2     in paragraph 46 that you have not disclosed the  
3     amount of the recovery in the Sandmann versus  
4     Washington Post?

5           A     I never received a demand or a request  
6     for that amount. And that would have been an  
7     event that occurred after Joey Burby and Chris  
8     Marquardt were involved and you were involved;  
9     and I don't know whether Joey and Chris got a  
10    demand or a request from you about that or not.  
11    I don't think they did.

12          Q     Can we refer over to paragraph 49; and  
13    there is a text embedded there in paragraph 49.

14                 Can you tell us who that text was being  
15    sent to?

16          A     It was not sent to -- it was not  
17    intended to be sent to Johnathan. And sitting  
18    here today -- I mean what is the date of the  
19    text?

20                 I don't see a date. So I don't know  
21    who that I am intending to send it to. It would  
22    probably be better if I knew the time that I  
23    sent it. I was dealing with issues about my  
24    computer being hacked.

25                 MR. HARRISON: Lin, I believe it

1       is supposed to be July 26, 2020, if you  
2       look at 48.

3                 THE WITNESS: July the 26th, 2020?

4                 MR. HARRISON: Is that correct,  
5       Drew?

6                 MR. BEAL: I think so.

7                 THE WITNESS: July the 6th?

8                 MR. HARRISON: 26.

9                 THE WITNESS: July the 26th of  
10       2020?

11                 Well, it wouldn't have been  
12       intended to be sent to Johnathan  
13       because he had a lawyer.

14                 So I could have been sending it to  
15       my lawyer. I could have been sending  
16       it to somebody who I was working with.

17                 I have no idea who I intended to  
18       send it to.

19       BY MR. BEAL:

20                 Q       Okay. Let us look at paragraph 58 over  
21       on page 16.

22                 And can you explain your denial of  
23       paragraph 58?

24                 A       Yeah. I didn't agree to pay him  
25       anything. The fee splits were L. Lin Wood, P.C.



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1     That was a very important distinction and Joey  
2     and Chris knew it, you knew it. The fee split  
3     payments were from L. Lin Wood, P.C. only. So  
4     Wood individually didn't agree to pay him a dime  
5     on the fee splits.

6           Q     Okay. Can you refer over to paragraphs  
7     79 and 80, and they are related so I am just  
8     lumping them together.

9               If you can tell me the basis for your  
10   denial there?

11          A     79 and 80?

12          Q     Yes.

13          A     I don't know. I can't as I sit here  
14   why the denial was done. I know I did it in  
15   discussions with Chris.

16          Q     Okay.

17          A     What I can tell you is that I don't  
18   believe the numbers of subscribers on Telegram.  
19   I think they are manufactured. I don't think  
20   you can trust it, just like you can't trust  
21   receiving something from someone on Telegram  
22   because you don't know whether it is artificial  
23   intelligence or a bot or a shield or a  
24   propagandist.

25               So I do know that I had the channel



1     "Lin Wood Speaks Truth". I don't remember it  
2     having the Number 660,000. But at some point it  
3     did. I know it started off at 980. And down  
4     substantially from the number of subscribers he  
5     had previously while defaming Plaintiffs, I  
6     don't know if that is true or not; so I think we  
7     took the safe option of denying it.

8                 Q     Okay.

9                 A     And then the second channel, that  
10    channel was not mine. The reply channel was in  
11    the name of another individual who was going to  
12    look at the replies to be able to edit them,  
13    because people put pornography and obscene  
14    things on there. And if you don't have someone  
15    monitoring it and get them off quickly, they  
16    will use it as an excuse to close your channel.  
17    I don't remember if she was doing the channel in  
18    March of '22 or not. I haven't gone back to  
19    look.

20                 But again I do know that the channel  
21    says it is for Lin Wood followers to be able to  
22    reply to him with words of support, love and  
23    encouragement. I can't tell you why. It may  
24    just be because of the numbers. I can't tell  
25    you why it was denied. It wasn't denied in bad



1      faith.

2            Q      Who was the person who monitored this  
3      response channel?

4            A      I should have known you would ask me  
5      that. The first name is Margaret, and I can't  
6      remember her last name.

7            Q      And who does she work for?

8            A      I don't think at the time that I knew  
9      Margaret. I don't know that she worked for  
10     anybody. She did -- she did voiceovers for ads,  
11     and I met her at the church that I was  
12     previously attending.

13          Q      Here in South Carolina?

14          A      Yes.

15          Q      And do you know what kind of computer  
16     background or anything she had?

17          A      No.

18          Q      Did you ask her to monitor the channel,  
19     or did she volunteer? Or how did that come  
20     about?

21          A      One of the two. I think she  
22     volunteered. She was very kind at the time and  
23     seemed to want to be helpful. Ultimately I  
24     found out it was not a good idea to have her do  
25     it, and we switched to somebody else. Now we



1   got some other people doing it. It is not  
2   rocket science. You just go in and try to  
3   delete spam, profanity, pornography, clear  
4   propaganda. What appears to be an artificial  
5   intelligence bot.

6                 So it doesn't take a computer  
7   background to be able to monitor the Telegram  
8   channel. But it takes time, and the people give  
9   it to me willingly; and I am incredibly thankful  
10   for what they do.

11              Q    So the response channel posts come from  
12   people -- from outsiders or from you?

13              A    So I post on my main channel.

14              Q    Right.

15              A    Elizabeth set up the reply channel.

16              Q    You mean Margaret?

17              A    Margaret -- no, Elizabeth.

18                MR. HARRISON: The name you gave  
19   earlier was Margaret.

20                THE WITNESS: I messed that up.

21                It was Elizabeth.

22                MR. HARRISON: No problem.

23                THE WITNESS: When I put something  
24   on my main channel, she would send it  
25   to the reply channel that she had set



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1       up. When I stopped using her I just  
2       started posting it and sending it to  
3       the reply channel myself; and then the  
4       monitors monitor what is posted on  
5       there by the third parties or  
6       artificial intelligence or bots or  
7       whoever, a lot of spam.

8 BY MR. BEAL:

9       Q     Hold on one second.

10           Is there a reason why you didn't just  
11       have the responses posted to the main channel?

12       A     Because then it would -- when I first  
13       set up the main channel it was set up for  
14       responses to be made there; and then I quickly  
15       realized that Telegram, because they sent things  
16       in, you have got pornography or something on  
17       your channel, and either monitor it or get it  
18       off or you are going to lose your channel.

19       Q     I got you.

20       A     I didn't buy into -- some people just  
21       post and don't allow replies.

22       Q     I see. That is what you were  
23       explaining before?

24       A     I haven't done that. And there are so  
25       many people, legitimate people that follow me, a



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1      lot of people all over the world, because I talk  
2      about God a lot.

3                And so I wanted to keep their ability  
4      to reply and to have a chat channel which I  
5      added, so they could have conversations with  
6      each other, and that is monitored now by a group  
7      of very nice people.

8                Q      On paragraphs 103 and 4?

9                A      Okay.

10               Q      There were denials for both of those  
11     paragraphs.

12                What was the basis of those denials?

13                A      I will do the best I can; but I think  
14     it is unfair to continually ask me the basis  
15     when the Answer was prepared in conjunction with  
16     my lawyer who prepared the Answer. So he may  
17     have made a decision for reasons I don't really  
18     know about.

19                So what were the numbers again.

20                Q      103 and 104?

21                A      I imagine in 103 would be denied  
22     because I did not -- I stated my opinion. I  
23     really don't know.

24                I could confer with Counsel and try to  
25     answer it, but then you will be getting my



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1 attorney's advice. I didn't prepare the Answer.  
2 I did it in conjunction with Chris.

3                 But I do know that I did make the  
4 statement repeatedly and not that many times,  
5 but I made it enough to put my position in a  
6 Court of public opinion that in my belief they  
7 had extorted me and attempted to extort me and  
8 that I believed 100 percent that I am right.

9                 Q      Thank you.

10                A      There is not a doubt in my mind.

11                Q      In paragraph 104 you did say that you  
12 were considering whether to pursue criminal  
13 action against the Plaintiffs?

14                A      I would have to look at the posts where  
15 that came from.

16                Q      We can do that in just a minute.

17                A      I mean I thought about it, but I just  
18 thought wait a minute, this foolishness has got  
19 to end at some point in time. So I just didn't  
20 want to take another step further. I would like  
21 to get this -- I would like to have this  
22 resolved in some way with these people, so they  
23 can go about their lives, I can go about mine;  
24 the same thing I tried to do in March 17 of  
25 2020.



1           Q     But you believed that you have the  
2     right to pursue criminal action against the  
3     Plaintiffs?

4           A     I could go -- yeah, I believe under the  
5     facts that I could go out and sign a warrant for  
6     having them try to criminally extort me, but  
7     what is that going to do?

8           Q     So in paragraph 105 on the next page  
9     you refer to the filing a grievance against the  
10   Plaintiffs with the State Bar of Georgia.

11                 Did you in fact file a grievance or  
12     complaint with the State Bar of Georgia against  
13     any of the Plaintiffs regarding your belief --  
14     regarding extortion?

15           A     I believe so.

16           Q     What was Nicole Wade doing during all  
17     of this dispute where you believe leading up to  
18     March 17th on Taylor and Johnathan were  
19     contacting your children improperly --

20           A     I said they were talking with them. I  
21     don't know who initiated the contacts.

22           Q     But was Nicole a part of any of that in  
23     your belief?

24           A     My recollection, and I have a very  
25     vivid recollection of having Johnathan and



1      Taylor in my office standing; and Nicole was  
2      sitting in the chair and this was after all this  
3      bizarre change of treatment of me that started  
4      late October and was full blown in November.  
5      And I remember looking at them at some point and  
6      I said I ought to sue every damn one of you for  
7      defamation for running around and running your  
8      mouth and making an accusation about my mental  
9      health. And Nicole quickly said I have never  
10     said that. And I said to her right, you are too  
11     smart to have done that. These two people are  
12     not.

13            Q       So --

14            A       I also remember, and I think I sent  
15     it -- Nicole sent me and -- I think it -- I have  
16     to go back and look, but I believe that it was  
17     right around -- well, it was January for sure  
18     and it could have been very early February, and  
19     she said I just found out about the problems you  
20     are having with your family. I know -- because  
21     she knows how much I love my children and they  
22     love me -- I said I know that tears you apart.

23     It did. It still does.

24                    And then she said words to the effect,  
25     that I still love you or I will always love you



1      no matter what happens in terms of how we  
2      practice law in the future; and I believed her.  
3      And I said today I believe her now. I think  
4      Nicole Wade does love me. Her love for me over  
5      the years is legitimate as is mine for her. I  
6      think Johnathan loves me. I think Taylor loves  
7      me. I love them.

8                  But she was not in the middle of what  
9      was going on in December. I don't remember if  
10     it was because she wasn't there. I don't  
11     recall.

12                But she was not one of the people who  
13      was being so abusive to me and contradicting me  
14      and acting like I did not know what I was doing  
15      in preparation for the Musk trial. So her  
16      involvement in that was much different than  
17      Johnathan and Taylor's.

18                Q      Okay. So my question to you is about  
19      Nicole Wade in this time period leading up to  
20      the March 17th Settlement Agreement, do you  
21      believe that she extorted you as well? Or was  
22      it just Johnathan and Taylor?

23                A      I think they all three did. You were  
24      asking me about the children.

25                Q      Yes.



1       A     They all three were trying to get money  
2     they did not have the right to. They did not  
3     get an agreement. That is as much their fault  
4     as it would have been mine.

5                 And then after the case settled and  
6     they knew the amount, then they wanted to go  
7     back and get the same amount that I had agreed  
8     to give them in the Ramsey case, and after the  
9     way they had treated me and looking at the work  
10    done related to the result and how it came  
11    about, the case didn't settle because of them,  
12    it settled because of the argument that I made  
13    to the Judge when he reversed himself and  
14    reinstated part of the case. I didn't feel like  
15    looking at that that was at all fair for them to  
16    get that much money, but I agreed to it. I  
17    wanted to move on. March the 17th.

18                 MR. BEAL: Is this is a good place  
19                 for a break for five minutes?

20                 MR. HARRISON: Sure.

21                         (Whereupon, a short break was  
22                         taken.)

23                 MR. BEAL: Did you have a  
24                 statement your client wanted to make?

25                 THE WITNESS: You asked me, Drew,



1       about paragraph 79 and 80 of the  
2       Complaint and why I denied them.

3                    MR. BEAL: Okay.

4                    THE WITNESS: I was struggling to  
5       figure out looking at it. Now I know.  
6       79 says that I had a certain amount of  
7       followers while defaming Plaintiffs. I  
8       did not defame them.

9       BY MR. BEAL:

10      Q     Okay.

11      A     80 has the same problem, but it dropped  
12     in number connected to 79, which suggested that  
13     I was defaming them; and I don't believe I  
14     defamed them. I believe my statements were  
15     protected and substantially true.

16                  Thank you.

17                  MR. HARRISON: Thank you, Drew.

18                  MR. BEAL: Thank you.

19                  (Whereupon, Plaintiff's Exhibit  
20                 Number 18 was marked for  
21                 identification.)

22                  (Whereupon, Plaintiff's Exhibit  
23                 Number 19 was marked for  
24                 identification.)

25       BY MR. BEAL:



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1           Q     Let me hand you what has been marked as  
2     Exhibits 18 and 19, and unfortunately I only  
3     have a copy of the 19. 18 is our  
4     Interrogatories, First Set of Interrogatories,  
5     and 19 is the Response.

6                 And I direct your attention, and I will  
7     read it into the record so you don't need it,  
8     Chris. Question number 9 on page 7,  
9     Interrogatory Number 9 says: Please identify  
10    each and every act done by you or on your behalf  
11    to investigate whether the Plaintiffs or any of  
12    them had committed the crime of extortion,  
13    attempted extortion or blackmail.

14                 Now, directing your attention to 19 on  
15    page 3, paragraph 9, you responded.

16                 MR. HARRISON: These are Amended  
17    Responses, right?

18                 MR. BEAL: Yes.

19                 MR. HARRISON: Okay.

20                 THE WITNESS: Okay.

21    BY MR. BEAL:

22           Q     And you state that you had your  
23     computer inspected by Tyler Jones in February of  
24     2020, is that correct?

25           A     Yes.



1 Q And does he work for Carmichael?

2 A Yes.

3 (Whereupon, Plaintiff's Exhibit  
4 Number 20 was marked for  
5 identification.)

6 BY MR. BEAL:

7 Q And let me hand you Exhibit 20, and is  
8 that an invoice that he generated for his  
9 computer search of your computer? That didn't  
10 come out right, but you know what I meant.

11 MR. HARRISON: Is it three pages?

12 MR. BEAL: Yes.

13 MR. HARRISON: Let me look through  
14 that.

15 THE WITNESS: Okay.

16 BY MR. BEAL:

17 Q And did Tyler Jones ever tell you that  
18 he found on -- some Malware or some evidence of  
19 computer hacking?

20 A He didn't tell me Malware. But he told  
21 me that I had been hacked. And the way the  
22 question was asked me was whether I had done  
23 anything to investigate whether they, the  
24 Plaintiffs might have been involved. And  
25 because I was looking at who if I could find had



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1 my computer been hacked, the answer was yes. So  
2 I was doing an investigation. But I wanted to  
3 make sure that that was part of it; and that  
4 investigation may have revealed that they had  
5 involvement.

6 Q Well, did it in fact reveal that the  
7 Plaintiffs were somehow involved in tampering  
8 with your computer or computer systems?

9 A I didn't reach that. I didn't take  
10 that next step. Once I had documented that it  
11 had been hacked, that is what I wanted to  
12 document.

13 Q So you never asked Mr. Jones to try to  
14 determine where the hack came from?

15 A I only asked him to determine whether  
16 it had been hacked. In the process of  
17 determining that he was able to find out how and  
18 who hacked it, great. My goal was at that time  
19 was to take what I had happen on the computer,  
20 let him do his examination and he determined  
21 that the computer had been hacked; and that was  
22 on or around the time frame of February 17th.

23 Q And it is your testimony that you hired  
24 this Carmichael Company, Tyler Jones, to  
25 investigate your computer network; and he



1       determined that you had in fact been hacked?

2           A     Yes. And Tyler was our computer  
3     expert, or he was doing our IT work for L. Lin  
4     Wood, P.C. He had done some things in terms of  
5     Johnathan's computer earlier.

6           Q     I apologize if we are re-plowing some  
7     ground we have been over, but this will save us  
8     a lot of time rather than use any exhibits.

9                   I believe you testified to this, but  
10    let us just make it abundantly clear, in the  
11    case of Carbone versus Lindsey you had no  
12    agreement with them at any time that you can  
13    remember about client consent to fee sharing  
14    with all the Plaintiffs here?

15          A     I can't remember exactly what I told  
16    you in response to what question; but I do  
17    believe that there was no agreement that  
18    referenced these, Nicole, Johnathan, and Taylor.

19          Q     Okay.

20          A     There may have been in those agreements  
21    a statement that I could divide -- that they  
22    agreed that I had the authority to divide the  
23    fee any way I wanted to, and they would agree to  
24    it.

25          Q     When you received the Sandmann --



1           A     But I would have to look at the  
2     agreement, but I think that may have been it. I  
3     think it was in both of those.

4           Q     When you received the --

5           A     Sandmann?

6           Q     Well, we saw the Carbone agreement, and  
7     there was no reference to them.

8           A     I don't have it.

9                         You are talking about the Settlement  
10   Statement.

11          Q     Yes.

12          A     I am talking about the engagement  
13   agreement.

14          Q     Oh, okay, thank you.

15                         When you received the Sandmann versus  
16   CNN fees from Mr. McMurtry's escrow account, and  
17   I assume that is how it got to you, was because  
18   it went through his escrow account first and  
19   came to you, is that correct?

20          A     Oh yeah, he closed it.

21          Q     Yes.

22          A     Once the probate judge's hearing was  
23   postponed, I did not have any contact with Todd  
24   until after the money was received and he  
25   disbursed it, except for him to tell me that



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1 they had, he and CNN had agreed to wait until  
2 Nicholas turned 18. So that Nicholas could then  
3 sign without having to go through a probate, and  
4 which would also have had to have been approved  
5 by the federal judge I take it from what Todd  
6 told me that CNN was willing to wait, so it  
7 would lessen the chance of there being any  
8 breach of the confidentiality. But Todd handled  
9 all of that. I did not do anything at all.

10 Q And when you received your portion of  
11 those fees, where did you deposit that check?

12           A     I would have to go look. Either in my  
13 personal account or --

14 (Whereupon, a short pause was  
15 taken.)

16 BY MR. BEAL:

17 Q So my question was where did that money  
18 from Todd McMurtry get deposited and you said?

19           A     I haven't looked at that, but it would  
20       either have been into my escrow account or into  
21       my operating account, PC's account; or the only  
22       other option would be for it to be deposited  
23       directly to my account personally.

24 Q To your personal account. So one of  
25 those three accounts?

1           A       (Nods.)

2           Q       Would it be fair to say that there is  
3       no money remaining in your escrow account from  
4       this Sandmann versus CNN fees?

5           A       There is no money in either of my  
6       accounts. The law firm is defunct due to this  
7       litigation and the State Bar.

8           Q       So all fees --

9           A       In other words, we are broke, I thought  
10      about filing bankruptcy, but I hope I can avoid  
11      it.

12          Q       So all fees in the CNN versus Sandmann  
13      have been taken or paid to you individually  
14      ultimately?

15          A       I have to go back and look and see how  
16      it was paid out.

17          Q       Okay.

18          A       It may have been paid out of my PC for  
19      other things that the PC -- I don't know.

20          Q       Okay.

21          A       So you got to keep in mind there is a  
22      difference between my PC and me. That is why it  
23      is only my PC that agreed to split the fee, not  
24      me.

25          Q       So some amount may have been paid over



1 to the PC to reimburse it for cost advances?

2 A You are asking me to guess and I don't  
3 know.

4 Q But I believe you testified that you  
5 know that no money remains in your escrow  
6 account on these fees and that that account is  
7 empty?

8 A I think that is -- if there may be some  
9 amount in there to keep it open, but I don't  
10 think so. I don't know.

11 Q Okay.

12 A There is no Sandmann money. That  
13 Sandmann money, whatever my share was that has  
14 long been spent on attorneys' fees, litigating  
15 all of these things that came out of this  
16 lawsuit.

17 So I didn't make any money on the deal.

18 Q Let us go back to the Complaint, which  
19 I believe is Exhibit 14.

20 A Okay.

21 Q Exhibit 14, let us turn over to page  
22 25, which is paragraph 88.

23 A Okay. Is there a page number?

24 Q Yes. Page 45, paragraph 88, the first  
25 post.



1           A       Okay.

2           Q       And it is if you look at the sort of  
3       faint markings on the bottom, it is May 19,  
4       2021.

5           A       Correct.

6           Q       As of May 19, 2021, what was your  
7       understanding of the elements of the crime of  
8       extortion?

9           A       You have asked me that before, I have  
10      told you.

11                  MR. HARRISON: Object to the form.

12                  THE WITNESS: It is as simple as  
13       what is extortion. You can look that  
14       up. You know what extortion is. I  
15       have given you my best explanation.  
16       And I don't know that there are  
17       elements of such. It is just an  
18       overall effort of someone to coerce  
19       someone wrongfully into paying  
20       something or doing something that they  
21       are not obligated to pay or do.

22                  And if you look at this, I didn't  
23       mention their names. I gave a  
24       hypothetical and said does that sound  
25       like criminal extortion to you?

1       Soliciting opinions.

2   BY MR. BEAL:

3           Q     Did you really think --

4           A     No, no --

5           Q     I am on my best behavior.

6           A     Listen, I was talking about Johnathan,  
7   Taylor, and Nicole because I wanted to make sure  
8   that the facts upon which my opinion was based  
9   were stated. That gives it complete protection  
10   under Milkevich vs. Lorraine Jones.

11          Q     Let us turn over to page 27, sorry --  
12       27, there is an insert of my Email to Chris  
13   Marquardt and Joey Burby of Alston & Byrd; and I  
14   am going to have my Melinda who has the best  
15   eyes to read it into the record because it is --

16          A     Hold on. I was just looking for the  
17   date of the Email.

18           Okay, I see it, the 28th.

19           MS. BROWN: I think it is the 26th  
20       at 9:10 p.m.

21           THE WITNESS: I think it is  
22       legible to save you the time of reading  
23       it.

24           MR. BEAL: Okay.

25   BY MR. BEAL:



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1           Q     So this is Plaintiff's Demand sent by  
2     Email by me to Chris and Joey that you contend  
3     is another act of extortion, is that correct?

4           A     Well, it is part of a scheme to extort.

5           Q     Okay. And in that demand I have set  
6     forth a demand of \$1.25 million, is that  
7     correct?

8           A     That was part of it. In that  
9     particular, yes, you also demanded I pay their  
10    share of the office lease, which would have  
11    taken the demand in excess of \$1.5 million.

12          Q     And that involved a buyout of all of  
13    the cases that are referenced in the March 17th  
14    Settlement Agreement, is that correct?

15          A     No. Those cases had been decided in  
16    the March 17th agreement. The amounts were set  
17    forth. This was sent to me on the 26th of  
18    August. And I was told here is our proposal.  
19    And I was told on the 26th at 9:10 p.m. that if  
20    I didn't agree with this that the offer only  
21    remained open until the next afternoon at  
22    5:00 o'clock p.m.

23          Q     Okay. So my question is --

24          A     9:10 p.m., do it by 5:00 o'clock the  
25    next day or we are going to sue you. It is



1      extortion.

2            Q        The question is about the cases that  
3      are included in the 1.25 million. It is all  
4      those cases that are referenced in the  
5      March 17th Settlement Agreement, right?

6            A        I don't think so because as I recall  
7      there is other documents where there was some 2  
8      or \$300,000, I don't remember the amount, to pay  
9      for other cases. There were no other cases.

10          Q        Well, I am going to get to that.

11          A        There was an NBC case, but I got fired.  
12         So I didn't have anything to do with that.

13          Q        But it did include the payout of their  
14      share of CNN -- Sandmann versus CNN, is that  
15      correct?

16          A        Well, with all due respect, it is hard  
17      to understand what you are asking for.

18                There was litigation pending on the  
19      March 17th agreement.

20          Q        Yes.

21          A        And now you are making a demand within  
22      less than literally 24 hours that I pay  
23      1.25 million, plus the lease, another 285, to  
24      buy out what was in litigation that was  
25      liquidated at 648,000. It made no sense. It



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1       was extortion in my opinion.

2           Q     So first of all, the litigation got  
3     filed after this was sent, right? So there  
4     wasn't pending litigation? There was a threat  
5     of litigation?

6           A     There was pending litigation that --  
7     there was not pending litigation. There was the  
8     March 17th agreement.

9           Q     Okay.

10          A     And what came along with this was this  
11     obscene Complaint that was doing nothing but  
12     talking about me personally on irrelevant issues  
13     to smear me, to say I thought I was God, to say  
14     that I had problems with my children.

15           MR. BEAL: I will object.

16           THE WITNESS: The whole thing was  
17     extortion in my opinion.

18     BY MR. BEAL:

19          Q     My question to you is what cases are  
20     covered in this Demand? It references all the  
21     cases in the March 17th agreement, as well as  
22     other things.

23          A     I don't see that.

24           MR. BEAL: Can you read that?

25           MS. BROWN: Sure. It says: Your



1       client pays my clients 1.25 million  
2       immediately in satisfaction of the  
3       existing claims my clients intend to  
4       file, in which you have reviewed, to  
5       buy them out of the existing Settlement  
6       Agreement, attorneys' fees for this  
7       matter and claims for defamation and  
8       breach of the non-disparagement based  
9       upon today's events.

10            MR. BEAL: That is good enough.

11            THE WITNESS: I don't know what  
12       cases. I mean this was between you and  
13       Chris and Joey.

14       BY MR. BEAL:

15           Q     Right, so --

16           A     I just saw the amount, plus the 285,  
17       plus the inexplicable rush to say at  
18       9:00 o'clock at night, agree to this by  
19       5:00 o'clock tomorrow afternoon, or we are going  
20       to file this slanderous, salacious, irrelevant,  
21       redundant Complaint to smear you, Mr. Wood.

22       That was trying to force me to avoid the  
23       smears --

24           MR. BEAL: I object to this.

25           THE WITNESS: You can object if



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1       you want to.

2                  MR. BEAL: This answer has nothing  
3                  to do with the question. The question  
4                  is --

5                  THE WITNESS: I can't understand  
6                  the question candidly.

7 BY MR. BEAL:

8 Q       Can we identify the cases that are  
9       referenced in the Settlement Agreement in  
10      Exhibit 12?

11 A       Here is the problem. Whatever they are  
12      you knew. This is your Email. I can't get into  
13      your mind. Don't want to. So you decide what  
14      cases you were talking about.

15                  MR. BEAL: Show him Exhibit 12.

16                  THE WITNESS: I don't know how the  
17      cases go from \$648,000, which I think  
18      you admit --

19 BY MR. BEAL:

20 Q       I am going to tell you.

21 A       You are going to testify?

22                  MR. BEAL: So there won't be much  
23      question.

24                  THE WITNESS: Are you going to  
25      testify or ask me questions?



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1 BY MR. BEAL:

2 Q So the cases that are referenced under  
3 number 1, fee split for legal work involved  
4 Carbone versus CNN, Lindsey versus Clear Zone,  
5 Sandmann versus CNN, Grogan versus Aarons,  
6 Cordoba et al. versus Direct TV La Liberte  
7 versus Reid, is that correct?

8 A Those were the cases that were the  
9 subject matter of the March 17th Settlement  
10 Agreement.

11 Q Okay. Then we look at paragraph B,  
12 because those were the one's that had resolved  
13 or were in the process of resolving -- whoops,  
14 sorry -- paragraph D with respect to the pending  
15 Sandmann versus Washington Post and Sandmann  
16 versus CNN --

17 A No, NBC.

18 MR. HARRISON: NBCUniversal.

19 MR. BEAL: Sorry.

20 THE WITNESS: There is no real  
21 difference.

22 BY MR. BEAL:

23 Q Versus NBCUniversal. L. Lin Wood, PC  
24 shall pay to WGW and its members 10 percent of  
25 L. Lin Wood, P.C. contractual portion of any



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1      contingency fee received by L. Lin Wood, PC in  
2      connection with those cases.

3               So the demand related to all of these  
4      cases, plus the Sandmann versus Washington Post  
5      case?

6      A      How did you come up with the figure?  
7      You didn't ask anybody what the Washington Post  
8      settled for.

9      Q      Don't ask me questions.

10               It is a simple question?

11      A      Let me answer, and I have been patient  
12     with you, Drew, this makes no sense to me, I  
13     have told you that I don't know what you are  
14     talking about.

15      Q      Okay.

16      A      Claims for defamation August of 2020.

17      Q      Okay.

18      A      That would have been I guess referring  
19     to what I said to Dexter King and to co-Counsel  
20     in the class action case, those were not viable  
21     claims of defamation because they were made with  
22     privilege. And you published them in your own  
23     lawsuit.

24               MR. BEAL: I am going to object.

25               Now this is the same speech we have



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1       heard. It is a simple question.

2           THE WITNESS: I have been patient  
3       with you and I don't understand you  
4       getting to try to get me to figure out  
5       what your Email means.

6 BY MR. BEAL:

7           Q     I am trying to get you to identify what  
8       cases are referred to in the Settlement  
9       Agreement?

10          A     I have told you that. It is right here  
11       in writing. Why are we taking time to tell you  
12       what is right in front of you.

13          Q     Okay. So it is all of those fees. It  
14       does refer to claims as set forth in the  
15       attached Complaint?

16          A     And I don't have that here, but there  
17       claims -- there were no claims for defamation  
18       made in that Complaint.

19          Q     That is correct. Was there a claim for  
20       fraud in that Complaint?

21          A     In that Complaint?

22          Q     Yes.

23          A     There was a claim for fraud in the  
24       inducement which has been released. It was a  
25       frivolous claim.



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1           Q     And then there was a claim for breach  
2     of contract, is that right?

3           A     Absolutely because you didn't get the  
4     client to consent.

5           Q     And then there was a claim for a breach  
6     of the non-disparagement agreement, is that  
7     correct?

8           A     I don't recall that being in there.

9                 I am not saying it is not.

10          Q     I am not trying to trick you. It was  
11     the third count?

12          A     Was it based on the press release? The  
13     press release was done after the lawsuit was  
14     filed. I don't know what you are referring to  
15     about breach of non-disparagement based upon  
16     today's events. I don't know what you are  
17     talking about. But I guess you are talking  
18     about disparagement that occurred sometime  
19     before August 26th of 2020 at 9:10 p.m. I don't  
20     know what you are talking about.

21                 MR. BEAL: Excuse me.

22                     (Whereupon, an off-the-record  
23     discussion was held.)

24                 MR. BEAL: Let us take five and  
25     see if we can wrap up the rest of this.



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1                   MR. HARRISON: Okay.

2                   MR. BEAL: And we may be able to  
3                   do that.

4                   (Whereupon, a short break was  
5                   taken.)

6 BY MR. BEAL:

7                   Q     Mr. Wood, a few follow-up questions and  
8                   we will be all done.

9                   A     Is that a promise or a threat?

10                  Q     That is a promise. So looking at the  
11                  August 26th Demand there was no Ad Damnum in the  
12                  Fulton County lawsuit, is that correct?

13                  A     I don't have the lawsuit.

14                  Q     So you don't remember one way or the  
15                  other?

16                  A     I don't remember what the Ad Damnum  
17                  was. I am not even sure how closely I read it  
18                  when I got it, because when I saw it it was for  
19                  fraud inducement.

20                  Q     Since this demand settled all claims  
21                  under the March 17th Settlement Agreement --

22                  A     Which Demand?

23                  Q     This Demand that we are looking at here  
24                  on page 28 of the Complaint sent on August 26th.

25                  A     I am not sure I understand you. All



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1       the claim were settled on March 17th.

2           Q     So the Demand that was sent to you on  
3     August 26th states that it will be a settlement  
4     or a buyout of -- buy them out of the existing  
5     Settlement Agreement.

6           So this Demand on August 26th settled  
7     all the fee split of cases referenced in the  
8     Settlement Agreement?

9           A     Did you ask me is that my  
10   understanding?

11          Q     Yes, is that the what the first two  
12   sentences state?

13          A     It makes no sense. We settled  
14   everything on March 17th, and now you are coming  
15   back and giving me less than 24 hours to --

16           MR. BEAL: I am going to object.

17          I need a yes or no answer.

18           THE WITNESS: It is not capable of  
19   a yes or no answer.

20           MR. HARRISON: Drew, I --

21   BY MR. BEAL:

22          Q     Let me phrase it again. This  
23   Settlement Demand of August 26th references a  
24   settlement of all of the fee splits that are  
25   contained in the Settlement Agreement, as well



1 as other issues?

2 A You said for the breach of the  
3 Settlement Agreement --

4 MR. HARRISON: Hang on. It is not  
5 a question. You are making a  
6 statement.

7 BY MR. BEAL:

8 Q Is that true or false?

9 MR. HARRISON: There you go.

10 THE WITNESS: What is the  
11 question?

12 BY MR. BEAL:

13 Q The Demand sent from my office on  
14 August 26, 2020 to your attorneys at Alston &  
15 Byrd is among other things a settlement of all  
16 of the fee splits contained in the March 17th  
17 Settlement Agreement.

18 A Are you telling me that? Because I  
19 don't know that.

20 Here is what I know, this Demand is  
21 extortion. You want me to pay you this money  
22 and then you are suing me for breach of  
23 contract. And then you are suing me for breach  
24 of contract.

25 Q So can you say yes or no to the



1 question?

2 A I am telling you it is not capable of a  
3 yes or no answer. But the bottom line is --

4 MR. BEAL: Object to the form as  
5 nonresponsive.

6 THE WITNESS: Let me put it to you  
7 quickly.

8 MR. BEAL: Do you understand my  
9 question?

10 THE WITNESS: This letter was  
11 extortion. That is what I will tell  
12 you.

13 MR. HARRISON: Can I respond?

14 MR. BEAL: Yeah.

15 MR. HARRISON: You are not asking  
16 a question. You made a statement a  
17 couple of times, and also you are still  
18 not allowing him to finish.

19 I understand your position, but if  
20 you are going to go object to the  
21 responsiveness or you are going to move  
22 to strike, the proper way to handle  
23 that is to let the witness finish and  
24 then to make your objection. You  
25 haven't done it all day long. You have



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1           done it over him.

2           So Lin, if you can answer it with  
3        a yes or no, do so.

4           THE WITNESS: I think I have the  
5        right to explain it.

6           MR. HARRISON: If you can answer  
7        yes and no and then explain it, do so.

8           THE WITNESS: That is fine to do.

9        BY MR. BEAL:

10          Q       As of August 28, 2020 in Nicholas  
11        Sandmann versus Washington Post case had not  
12       settled, is that correct?

13          A       Are you talking about the 26th or the  
14       28th?

15           MR. BEAL: Jus read back the  
16       question, will you, please?

17                   (Whereupon, the record  
18       was read back as requested.)

19           MR. HARRISON: Sorry, did you mean  
20       August 26th because that is the date of  
21       the Demand?

22           MR. BEAL: (Nods) .

23           MR. HARRISON: Okay.

24           Lin, do you understand?

25           THE WITNESS: I believe that it

had settled because I was always mystified why you and Drew had never asked anybody what it settled for. Because your clients were entitled under the March 17th agreement to 10 percent.

7                   So how are you making a demand on  
8 Washington Post without knowing what  
9 your clients had agreed to and were  
10 entitled to in the March 17th  
11 agreement? It makes no sense to me.  
12 That is why I think this is just  
13 another element of extortion.

14 BY MR. BEAL:

15 Q And had you ever told your clients that  
16 the Sandmann versus Washington Post case was as  
17 good as or better than the Sandmann versus CNN  
18 case?

19 MR. HARRISON: Object to the form.

20 THE WITNESS: You are talking  
21 about the Sandmann's? You want me to  
22 tell you what I told the Sandmann's?

23 MR. BEAL: Can you read the  
24 question back.

25 (Whereupon, the record

1                   was read back as requested.)

2                   THE WITNESS: Number 1, I am not  
3                   going to tell you what I told my  
4                   clients, because that is  
5                   attorney-client privileged information.

6                   But I will try to help you by  
7                   giving you my own analysis that was in  
8                   my mind at the time. I viewed the  
9                   Nicholas Sandmann cases, seven cases I  
10                  believe, I viewed them as in effect one  
11                  whole. So that I was looking more  
12                  towards what potentially he might get  
13                  from each case in terms of how that  
14                  total amount would compensate him for  
15                  the damage done, because it was  
16                  essentially the same defamation against  
17                  him in each case.

18                  So it is not a new defamation, it  
19                  is just another pocket, when one of  
20                  them does the same thing another one  
21                  did. So clearly the Washington Post  
22                  case had some serious problems, because  
23                  the Judge dismissed it, and that was  
24                  after CNN had settled. He dismissed  
25                  the case and then I was able to



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1       convince him to reverse himself and to  
2       leave in for litigation one aspect of  
3       the claim of defamation.

4           So I can only tell you that I was  
5       looking at it as an entirety. Not one  
6       case is better than the other. So I am  
7       not going to tell you what I told my  
8       clients, what I am going to tell you,  
9       and I don't know what Todd told them,  
10      and I could be wrong about when the  
11      Washington Post case settled; but I  
12      think it was before the 26th because I  
13      remember that I was surprised as we got  
14      to -- when I found out he didn't  
15      consent that no one had ever asked  
16      between March the 17th and that date  
17      what happened to the Washington Post  
18      case. I don't know if you asked Joey  
19      and them or not, because they were  
20      representing them.

21 BY MR. BEAL:

22           Q     And did you ever tell the Plaintiffs  
23      that you felt that the Washington Post case had  
24      significant value, approximately equal to the  
25      Sandmann versus CNN case?



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1           A     I can't remember the specific statement  
2     to that effect, but it wouldn't surprise me that  
3     somewhere along the way when they were working  
4     with me that I could have said we ought to maybe  
5     do as well in Washington Post as we did in CNN;  
6     but that is just an opinion and that changed.  
7     It changed based on what the offer was and what  
8     the clients were willing to take, and what Todd  
9     wanted to do it with it. I am not going to tell  
10    you the amount, but I am going to tell you that  
11    it was significantly less than CNN.

12    BY MR. BEAL:

13       Q     So the Plaintiffs' 10 percent of that  
14    amount based on what you had told them earlier  
15    in the case, that one fee amount could have  
16    equaled over a million dollars?

17       A     No.

18       Q     Unlikely?

19       A     Unlikely.

20       Q     Okay.

21       A     I mean what you did was you pulled a  
22    number out of the air, without asking what it  
23    had settled for; and then you wanted to come  
24    back and re-settle what had already been settled  
25    and have me make demands to pay things that had



1 already been settled that were the obligation of  
2 Johnathan and Nicole; or you were going to file  
3 a heinously, slanderous smear Complaint against  
4 me. I look at that in the totality. That in my  
5 opinion is extortion.

6 Q Let us turn over to page 29, and in the  
7 post there on -- you said: Yesterday I posted  
8 the Email below and suggested that in my opinion  
9 this Demand by Atlanta lawyer Andy Beal of  
10 Buckley Beal and Atlanta lawyers Nicole Wade,  
11 Johnathan Grunberg and Taylor Wilson of Wade,  
12 Grunberg & Wilson, LLC constituted an attempt to  
13 extort me. I know some other lawyers who agree  
14 with my opinion.

15 Who are those other lawyers?

16 A I don't know who I talked to about it.  
17 I know that the statement that I issued after  
18 you all went out and filed this thing, couldn't  
19 wait to file, and it went international. You  
20 took the statements I had made in private about  
21 extortion and you blew it up around the world.  
22 You created your own damage if you got damaged  
23 at all; but I know that I had discussed it with  
24 some lawyers.

25 Q And do you remember who any of them



1       were?

2           A     You know, I don't. It is kind of like  
3     when we were taking Elon Musk's deposition, and  
4     he called me a shake down lawyer. That is a  
5     phrase people use. You are extorting me. That  
6     lawyer is trying to extort me.

7           So I know that I included in this press  
8     release, which Alston & Byrd assisted in the  
9     preparation of and edited, I specifically  
10    included a statement that I was not going to be  
11    extorted by this litigation. Nobody sued me for  
12    extortion. In fact, I had every reason to  
13    believe that you all had the good sense not to,  
14    because it was protected opinion. And then you  
15    only did it whenever you filed the liable case  
16    at the same time law 65 came out.

17           MR. BEAL: Let me object.

18    BY MR. BEAL:

19           Q     The question was quite simply who were  
20    the other lawyers?

21           A     65 Project, excuse me. You know all  
22    about it.

23           Q     The question was who are the other  
24    lawyers, and you are saying you don't remember?

25           A     I would be trying to reconstruct who I



1       talked with at the time.

2           Q     Okay.

3           A     And I know that others, whether it was  
4     one or two, I know I talked with them, but not  
5     to retain them, the people I knew had law  
6     degrees; and I told them what was happening to  
7     me and there was a consensus yes, that is  
8     extortion.

9                      Extortion in the sense that if you go  
10    to anybody and start talking about these kinds  
11    of demands, it is always somebody saying I have  
12    had lawyers that are trying to extort you.

13                  MR. BEAL: I am going to object as  
14                   nonresponsive.

15                  THE WITNESS: So the answer to  
16                   your the question I know what I did  
17                   with Chris and Joey, that is two  
18                   lawyers who helped me do that  
19                   statement.

20                  I don't remember the names of any  
21                   others. I didn't go out and seek an  
22                   official opinion, if that helps.

23    BY MR. BEAL:

24            Q     Okay, thank you.

25                   And Chris and Joey never told you that



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1       any of these acts constituted extortion, but  
2       they reviewed a press release that you  
3       published, that you drafted, which used the word  
4       extortion and they did not edit it out, is that  
5       a fair summary of your testimony?

6           A     You said I prepared it. They helped  
7       prepare it.

8           Q     Okay.

9           A     They edited it and reviewed it and made  
10      suggestions.

11          Q     Did they come up with the word  
12      "extortion" or did you?

13          A     I believe it was mine, but I know  
14      there are several red lines back and forth, and  
15      if it was mine I felt like if they thought it  
16      was a red flag they would have told me nobody  
17      thought it was a red flag they would have told  
18      me. Nobody thought it was a red flag.

19               You didn't even think it was a red flag  
20      until you decided to sue me a second time.

21          Q     Did Chris or Joey ever give you a  
22      summary of the law of extortion?

23          A     No.

24          Q     Okay. On --

25          A     Extortion is extortion. You don't need



1        summaries of law. If you have the opinion you  
2        are being extorted and somebody trying to get  
3        you to give you money or get you to do something  
4        or you are threatening to hurt them with their  
5        family or hurt them with their clients, or hurt  
6        them in their dealings with the President of  
7        United States, you don't need a memo about  
8        extortion if you have any common sense.

9           Q        Okay. So a memo summarizing the law in  
10      this area wouldn't have helped you?

11                  MR. HARRISON: Object to the form.

12                  THE WITNESS: It wouldn't have  
13        changed my bona fide, good-faith  
14        opinion; and I have told you why a  
15        zillion times today. You know, I don't  
16        want to distort it.

17                  I have told you plenty of times  
18        why I believed it was extortion, and I  
19        think I am right.

20                  MR. BEAL: Off the record for one  
21        minute.

22                  (Whereupon, an off-the-record  
23        discussion was held.)

24        BY MR. BEAL:

25                  Q        A couple of follow-up questions, you



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1       were terminated in the Sandmann versus CNN -- in  
2       the Sandmann representation months after you  
3       entered into the Settlement Agreement, is that  
4       correct?

5           A      Of March 17th?

6           Q      Yes.

7           A      Yes, I believe that it was in February  
8       of 2021 when I was told that I was fired.

9           Q      Okay.

10          A      And I still at that time had five  
11       pending cases; and I made clear it was an honor  
12       and a privilege to represent him.

13                 I said that I am sure Todd would do a  
14       great job representing him.

15          Q      Okay.

16          A      And I wished him good luck.

17          Q      Thank you.

18                 Did Alston & Byrd ever tell you that  
19       client consent may not be required in the  
20       Sandmann versus CNN fee sharing?

21          A      No. They told me exactly what they  
22       told you in their letter to you of July 24th, I  
23       believe, 2020.

24          Q      Did they ever --

25          A      I didn't have anything to do with it.



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1     Did Todd handle the settlement? I asked the boy  
2     to consent to it, and he didn't. He asked for  
3     documentation and then they wrote you the  
4     letter.

5           Q     Okay. Did Alston & Byrd, this is a  
6     very similar question, just yes or no, did  
7     Alston & Byrd ever tell you that there were some  
8     limitations on the application of Rule 1.5 E  
9     regarding division of fees between firms?

10          A     They never told me -- they never sent  
11     me any information, other than they gave me  
12     their opinion based on all the information that  
13     I provided them about the history of the law  
14     firm and what had happened. They told me that  
15     client consent was necessary; and if I did pay  
16     it without client consent I would be in  
17     violation of the ethical rules and I have never  
18     violated an ethical rule in my life.

19          Q     Have you ever made a claim against  
20     Alston & Byrd for legal malpractice related to  
21     their representation of you in this matter?

22          A     I don't know whether there was a formal  
23     letter on it. I don't think so. But it has  
24     been, and I am sure they are aware of it, and if  
25     they gave me the wrong advice and I am liable



1 for this money, I acted on their advice and I  
2 certainly would expect them to be responsible to  
3 indemnify me.

4 Q Did you ever have any of your attorneys  
5 or you yourself write to anyone at Alston & Byrd  
6 and set out those concerns or claims?

7 A I don't recall that occurring.

8 Ibrahim Reyes has been involved, and I  
9 know we brought to the attention of Judge Brown,  
10 and I think that is the judge in this case --

11 MR. HARRISON: Uh-huh.

12 THE WITNESS: -- the potential for  
13 there to be a lawsuit against Alston &  
14 Byrd with Chris and Julie also being  
15 witnesses in this case, and I think he  
16 said something that you might even be a  
17 witness. I wasn't there, so I am just  
18 hearing it secondhand.

19 So it is not a secret. But my  
20 view right now I don't have the money,  
21 I don't have the time. I don't want to  
22 waste my energy any more on litigation  
23 than I have to. I have got more  
24 important things to do related to my  
25 eternity.



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1 BY MR. BEAL:

2 Q Okay.

3 A So if it turns out that somebody says  
4 that they were wrong and that client consent was  
5 not necessary, then I would certainly expect  
6 them to indemnify me, because I acted in  
7 reliance on their advice; and they told you what  
8 their advice was. It was never Lin Wood. It  
9 was the lawyers telling Lin Wood if you pay it  
10 without consent, you will violate the ethical  
11 rules.

12 And I think you said send the  
13 information, and I don't know whatever happened  
14 to that. I know there was some discussion and  
15 Todd said he wasn't going to send it. I don't  
16 know why Todd would say that. I haven't talked  
17 to him in ages, except to wish him good luck.

18 BY MR. BEAL:

19 Q So any claims that you made to Alston &  
20 Byrd were made orally either by you or your  
21 Counsel?

22 A I don't think they were technically a  
23 claim made on them.

24 Q Okay.

25 A But I think there were discussions, and



1       I think there was a discussion with Judge Brown.

2           Q     And do you believe that any claims you  
3     might have against Alston & Byrd would be  
4     controlled by a statute of limitations?

5           A     Indemnification, the statute starts --  
6     if they end up being wrong, and I am stuck with  
7     some type of a judgment, then I believe the  
8     statute runs on indemnification.

9           Q     So the statute of limitations on legal  
10   malpractice would be tolled until such time as  
11   you were damaged?

12                  MR. HARRISON: Object to the form.

13                  You can answer.

14                  THE WITNESS: You are asking me a  
15     question, I didn't do legal  
16     malpractice. I think I did a couple  
17     things peripherally.

18                  I think the legal malpractice  
19     statute is four years. Four years from  
20     2021 would be 2024. Now whether that  
21     is tolled when you are seeking  
22     indemnification, I don't know.

23                  Hopefully we will have this all  
24     resolved before then.

25     BY MR. BEAL:



1           Q     That is all I have got. Thank you very  
2 much. I appreciate it.

3           A     God bless you.

4               MR. HARRISON: Okay.

5               THE WITNESS: I will read and  
6 sign.

7               MS. BROWN: We just need an  
8 electronic copy.

9               MR. HARRISON: I will get it  
10 expedited. I need it by Friday.

11              I will get a copy of the video.

12              (RESERVED SIGNATURE.)

13              (Whereupon, the videotaped  
14 deposition of L. Lin Wood  
15 was concluded at  
16 approximately 4:23 p.m.)

17

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1 C E R T I F I C A T E

2

3 STATE OF SOUTH CAROLINA:

4 BEAUFORT COUNTY:

5

6 I, Ceil Weser, CSR and Notary

7 Public in and for the above county and state, do  
8 hereby certify that the foregoing testimony was  
9 taken before me at the time and place  
10 herein before set forth; that the witness was by  
11 me first duly sworn to testify to the truth, the  
12 whole truth, and nothing but the truth, that  
13 thereupon the foregoing testimony was later  
14 reduced by computer transcription; and I certify  
15 that this is a true and correct transcript of my  
16 stenographic notes so taken.

17 I further certify that I am not of  
18 counsel to either party, nor interested in the  
19 event of this cause.

20  
21  
22   
23

Ceil Weser, CCR

24 Notary Public

25 Beaufort, South Carolina



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1 ERRATA SHEET

2

3 CAPTION: NICOLE JENNINGS WADE, et al.  
vs. L. LIN WOOD

4

5

**6 DECLARATION UNDER PENALTY OF PERJURY**

I declare under penalty of perjury  
that I have read the entire transcript  
of my Deposition taken in the  
above-captioned matter or the same  
has been read to me and the same is  
true and accurate, save and except for  
changes and/or corrections, if any, as  
indicated by me on the COASTAL COURT  
REPORTING DEPOSITION ERRATA SHEET  
hereof, with the understanding that I  
offer these changes as if still under  
oath. Signed on the \_\_\_\_\_ day of

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L. LIN WOOD (Deponent)

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CCR

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1                           **DEPOSITION ERRATA SHEET**

2     Reason for  
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23    \_\_\_\_\_

24    SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
25                            L. LIN WOOD



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1 DEPOSITION ERRATA SHEET

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